

**DONATION, PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

**Between**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

**SELLER**

**And**

**CITY OF WHITTIER,  
a municipal corporation of the State of California**

**BUYER**

**DATED: November 1, 2001**

## TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE I - PROPERTY .....</b>	<b>1</b>
<b>ARTICLE II - PURCHASE PRICE; DONATION .....</b>	<b>1</b>
2.1    Purchase Price; Donation .....	1
2.2    Payment of Purchase Price .....	2
<b>ARTICLE III - "AS IS" SALE; RELEASE AND RESPONSIBILITY; INSPECTION 2</b>	
3.1    As Is Sale; Release and Responsibility .....	2
3.1.1.... "As Is" Sale .....	2
3.1.2.... Release .....	3
3.1.3.... Responsibility .....	3
3.1.4.... Survival .....	3
3.2    Inspection .....	3
<b>ARTICLE IV - TITLE TO PROPERTY.....</b>	<b>4</b>
4.1    The Deed .....	4
4.2    Leases and Licenses .....	5
4.3    Signboards.....	5
<b>ARTICLE V - BUYER'S CONDITIONS TO CLOSING.....</b>	<b>5</b>
5.1    Approval of Title.....	5
5.2    Survey .....	6
5.3    Feasibility Review.....	6
5.4    Compliance by Seller .....	6
5.5    STB Proceedings.....	7
5.6    No Litigation .....	7
5.7    Freight Obligations .....	7
5.8    Satisfaction of Contingencies .....	7
5.9    Funding Approval .....	7
5.10   Notice of Interim Trails Use .....	7
<b>ARTICLE VI - SELLER'S CONDITION TO CLOSING.....</b>	<b>7</b>

**ARTICLE VII - OPENING AND CLOSING OF ESCROW.....7**

7.1	Opening of Escrow and Escrow Instructions .....	7
7.2	Closing .....	8
7.2.1	....Closing Date.....	8
7.2.2	....Preclosing Conditions .....	8
7.2.3	....Failure to Close.....	8
7.2.4	....Notification; Closing Statements .....	9
7.3	Deliveries by Seller .....	9
7.3.1	....Deed .....	9
7.3.2	....Assignment .....	9
7.3.3	....Non-Foreign Status Certificate .....	9
7.3.4	....California Form 597-W.....	9
7.3.5	....Rent Roll.....	9
7.3.6	....Original Leases and Licenses .....	9
7.3.7	....Other Documents .....	9
7.4	Deliveries by Buyer.....	10
7.4.1	....Purchase Price.....	10
7.4.2	....Assignment .....	10
7.4.3	....Other Documents .....	10
7.5	Other Instruments.....	10
7.6	Prorations .....	10
7.7	Special Taxes, Bonds or Assessments .....	11
7.8	Costs and Expenses.....	11
7.9	Disbursement of Funds .....	11
7.10	Delivery of Documents .....	11
7.11	Supplemental Taxes .....	12

**ARTICLE VIII - REPRESENTATIONS, WARRANTIES AND COVENANTS.....12**

8.1	Representations, Warranties and Covenants of Seller .....	12
8.1.1	....Organization.....	12
8.1.2	....Authority .....	12
8.1.3	....Enforceability.....	12
8.1.4	....Condemnation or Violations of Law.....	12
8.1.5	....Hazardous Materials .....	12
8.1.6	....Litigation.....	13
8.1.7	....Senior Rights.....	13
8.1.8	....Seller's Pre-Closing Deliveries .....	13
8.1.9	....Definitions.....	13
8.2	Covenants of Seller .....	14
8.3	Representations, Warranties and Covenants of Buyer.....	15
8.3.1	....Organization.....	15
8.3.2	....Enforceability.....	15
8.3.3	....Authority .....	15
8.4	Mutual Representations and Covenants, Brokers and Finders .....	15

8.5	Accuracy as of Closing .....	15
8.6	Breach of Representations, Warranties and Covenants .....	16
8.7	Survival; Notice of Breach.....	16
<b>ARTICLE IX - CONDEMNATION AND RISK OF LOSS .....</b>		<b>16</b>
<b>ARTICLE X - POSSESSION .....</b>		<b>17</b>
<b>ARTICLE XI - MISCELLANEOUS .....</b>		<b>17</b>
11.1	Agreement Expenses.....	17
11.2	Satisfaction or Waiver of Contingencies .....	17
11.3	Successors and Assigns.....	17
11.4	Parties in Interest.....	17
11.5	Entire Agreement .....	17
11.6	Amendment.....	18
11.7	Waiver.....	18
11.8	Timeliness .....	18
11.9	Notices .....	18
11.10	Governing Law and Venue .....	19
11.11	Effect of Headings .....	19
11.12	Invalidity .....	19
11.13	Counterparts .....	19
11.14	Number and Gender .....	19
11.15	Joint and Several Liability .....	19
11.16	Recording.....	19
11.17	Further Assurances.....	19
11.18	Advice of Professionals .....	20
11.19	Negotiated Terms.....	20
11.20	Recitals and Exhibits .....	20
11.21	Professional Fees and Costs.....	20
11.22	Confidentiality .....	20
11.23	Not an Offer .....	20
11.24	Back-Up Offers .....	20
11.25	Severability .....	20
11.26	Merger.....	21
11.27	Survival .....	21
11.28	Pre-Closing Liabilities .....	21
<b>SIGNATURES.....</b>		<b>21</b>

**EXHIBITS:**

- EXHIBIT A - PRINT OF PROPERTY
- EXHIBIT B - QUITCLAIM DEED
- EXHIBIT C - RIGHT OF ENTRY AGREEMENT
- EXHIBIT D - PROPERTY MATERIALS
- EXHIBIT E - ASSIGNMENT AND ASSUMPTION AGREEMENT
- EXHIBIT F - ESCROW HOLDER GENERAL PROVISIONS
- EXHIBIT G - CERTIFICATION OF NON-FOREIGN STATUS
- EXHIBIT H - CALIFORNIA FORM 597-W

CHICAGO TITLE COMPANY  
 ("Escrow Holder")  
 131 N. El Molino Avenue, Suite 150  
 Pasadena, California 91101  
 Attention: Tammey Bazinet  
 Telephone: (626) 432-7887  
 Facsimile: (626) 432-7833

Escrow No. \_\_\_\_\_

Date of Opening of  
 Escrow: \_\_\_\_\_

## DONATION, PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS DONATION, PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS is made as of November 1, 2001 ("Execution Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller"), and CITY OF WHITTIER, a municipal corporation of the State of California ("Buyer").

### ARTICLE I PROPERTY

1.1 The Property. Seller agrees to sell and donate to Buyer and Buyer agrees to purchase and accept from Seller that certain real property and improvements (except improvements not owned by Seller) thereon (including, without limitation, all bridges) (the "Property") in Whittier, Los Angeles County, California, shown on the print attached hereto as **Exhibit A** and more particularly described in the form of Quitclaim Deed attached hereto as **Exhibit B** (the "Deed"), subject to the terms and conditions set forth herein, any and all applicable federal, state and local laws, orders, rules, regulations, any and all outstanding rights of record or open and obvious on the ground, and all matters set forth in the Deed, including, without limitation, the following reservation:

EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, all railroad tracks, ties, appurtenances and crossing equipment located on the Property (collectively, the "Trackage"), together with the right of ingress and egress thereto for the removal of the Trackage. Seller shall remove the Trackage (except for Trackage within crossings, which Seller is not required to remove) within six (6) months after the Closing Date (as defined in Section 7.2.1). Seller's entry onto the Property after the Closing shall be subject to the terms and conditions of the Right of Entry Agreement attached hereto as **Exhibit C**.

### ARTICLE II PURCHASE PRICE; DONATION

2.1 Purchase Price; Donation. The parties acknowledge that (i) Buyer has advised Seller that Buyer presently is complying with the procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. § 4601, *et seq.*), and the California Relocation Assistance Act (California Government Code § 7260, *et seq.*), (ii) the fair market value of the Property exceeds the Purchase Price set forth below, (iii) the Property is

being donated to Buyer as a charitable contribution to the extent of such excess, and (iv) this transaction is subject to the approval of Buyer's funding agencies, as set forth in Section 5.9. The purchase price for the Property is THREE MILLION SIX HUNDRED SIXTY THOUSAND TWO HUNDRED AND NO/100<sup>th</sup> DOLLARS (\$3,660,200.00) (the "Purchase Price"). Upon request of Seller, Buyer agrees to execute and furnish to Seller Internal Revenue Service Form 8283 acknowledging receipt of the Property as a contribution to the extent the fair market value of the Property exceeds the Purchase Price.

**2.2 Payment of Purchase Price.** At least one (1) business day prior to the Closing Date (as defined in Section 7.2.1), Buyer shall deliver a sum equal to the Purchase Price, together with Buyer's share of prorations and costs of Escrow as provided in Sections 7.6 through 7.8, such sum to be paid by cash deposit, cashier's or certified check drawn upon a California financial institution or confirmed wire transfer of U.S. funds for immediate credit.

### **ARTICLE III**

#### **"AS IS" SALE; RELEASE AND RESPONSIBILITY; INSPECTION**

##### **3.1 As Is Sale; Release and Responsibility.**

**3.1.1 "As Is" Sale.** Buyer and its representatives, prior to the Closing Date, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire, including, without limitation, governmental laws and regulations to which the Property is subject, and Buyer shall accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Buyer in an "as is" condition with all faults, and that the Property has been used as railroad right-of-way and for (and/or is adjacent to property used for) a variety of industrial uses, that the ballast on the Property may contain heavy metals, and that Seller's right, title and interest to the Property may be less than fee simple absolute and/or may be reversionary and/or may have reverted or been extinguished. Buyer further acknowledges that Buyer has received, reviewed and is knowledgeable of the matters described in **Exhibit D** attached hereto and made a part hereof (collectively, the "Property Materials"). Seller makes no representation or warranty as to the accuracy or completeness of said Property Materials. Except as expressly set forth in Section 8.1, Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property or any of such related matters; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

3.1.2 Release. Except for any breach of Seller's express obligations under this Agreement, or any breach of Seller's express representations and warranties in this Agreement, Buyer, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, agents, or any other person acting on behalf of Seller, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer now has or which Buyer may have in the future on account of or in any way arising out of or in connection with the Condition of the Property, including, without limitation, the known or unknown physical or environmental condition of the Property (including, without limitation, any contamination in, on, under or adjacent to the Property by any hazardous or toxic substance or material), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act. With respect to the foregoing release, Buyer expressly waives the benefits and protections of Section 1542 of the Civil Code of the State of California, which reads as follows:

**1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

3.1.3 Responsibility. From and after Closing, Buyer shall have full responsibility with respect to the Condition of the Property, but only to the extent the same is known to Buyer as of the Closing (the "Known Condition of the Property"), including, without limitation, the known physical or environmental condition of the Property (including, without limitation, any contamination in, on, under or adjacent to the Property by any hazardous or toxic substance or material), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, and any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, damages, losses, costs, liabilities and expenses, including attorney's fees, in any way arising out of or connected with the Known Condition of the Property.

3.1.4 Survival. The provisions of this Section 3.1 shall survive the Closing and the delivery of the Deed.

### 3.2 Inspection.

3.2.1 Buyer and its representatives (including architects and engineers) shall have the right to enter upon and inspect the Property and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of California as Buyer may reasonably require; provided that such inspections and tests shall not materially damage the Property in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided,



still further, that Buyer notifies Seller in writing at least forty-eight (48) hours prior to the date that each and every of such testing or inspections are to be conducted on the Property and provides evidence, satisfactory to Seller, of the availability of adequate public liability and other insurance, which insurance shall name Seller as an additional insured. Following each entry by Buyer on the Property, Buyer shall promptly restore the Property to its original condition as existed prior to any such inspections and/or tests. If Buyer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed shall be recompacted to the original condition of the Property and Buyer shall obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Property. Buyer agrees to indemnify, hold harmless and defend (with counsel acceptable to Seller) Seller and Seller's affiliates ("Seller's affiliates" means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), its and their officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Property pursuant to this Section 3.2.1 by, or the presence thereon of, Buyer, its officers, agents or employees and occurs from any such cause. If Buyer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Buyer shall immediately notify Seller of the same. The indemnity obligations of Buyer under this Section shall survive any termination of this Agreement or the delivery of the Deed (as hereafter defined) and the transfer of title. As a material consideration for Seller entering into this Agreement, Buyer covenants and agrees, upon request by Seller, to promptly deliver to Seller, without charge therefor, the results and copies of any and all surveys, reports, tests, studies or assessments made by or for Buyer, development approvals and correspondence with governmental entities with respect to the Property.

3.2.2 Buyer covenants and agrees to pay in full for all materials joined or affixed to the Property and to pay in full all persons who perform labor upon the Property, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the instance or request or on behalf of Buyer; and Buyer agrees to indemnify, hold harmless and defend (with counsel acceptable to Seller) Seller and Seller's affiliates, its and their officers, agents, servants and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing.

#### ARTICLE IV TITLE TO PROPERTY

4.1 The Deed. At the Closing (as defined in Section 7.2.1), Seller shall execute and deliver to Buyer the Deed to the Property in the form of **Exhibit B** attached hereto.

4.2 Leases and Licenses. At Closing, the leases, licenses, other agreements, and supplements thereto, in the records of Seller's Real Estate Department offices in Omaha, Nebraska and Arcadia, California, in effect for, or applicable to, the Property as of the date of this Agreement (which leases, licenses and other agreements are identified on **Exhibit B to Exhibit E**) (collectively, the "Leases and Licenses") will be assigned by Seller to, and assumed by, Buyer by duly executed Assignment and Assumption Agreement (the "Assignment") in the form attached hereto as **Exhibit E** and hereby made a part hereof.

4.3 Signboards. Ten (10) advertising signboards and signboard appurtenances are located on the Property pursuant to the Master Signboard Site License Agreement between Seller and Eller Media Company (now known as Clear Channel Outdoor, Inc.) ("Clear Channel") dated September 30, 1997 (the "Eller Agreement"). Upon Closing, Seller will send or cause to be sent to Clear Channel notice of withdrawal of the signboard sites on the Property from the Eller Agreement. The notice of withdrawal will be given in accordance with the provisions of the Eller Agreement, and the withdrawal will be effective not less than thirty-five (35) days after the notice of withdrawal is sent to Eller. Seller will have no duty to enforce the obligations of Eller with respect to withdrawal of the signboard sites, including, without limitation, any obligations of Eller to remove the signboards and appurtenances after the withdrawal. Seller will, upon request from Purchaser, assign to Purchaser any of Seller's rights to enforce any such obligations of Eller. Purchaser agrees that Eller will have up to ninety-five (95) days after the effective date of the withdrawal to perform Eller's removal obligations. Seller represents that the fee required under the Eller Agreement to be paid to Eller for withdrawal of the signboard sites is \$260,200.00, if the Closing occurs on December 14, 2001. Payment of said withdrawal fee shall be Seller's responsibility.

## ARTICLE V BUYER'S CONDITIONS TO CLOSING

The following are conditions precedent to Buyer's obligation to purchase the Property:

### 5.1 Approval of Title.

(a) Buyer may, at its election and sole cost and expense, obtain from Placer Title Company of Redding, California ("Title Company") a preliminary title report (the "Title Report") on the Property. If Buyer elects to obtain a Title Report, Buyer shall furnish to Seller a copy of same, together with copies of all documents referred to therein, when said Title Report is complete. On or before the end of the Feasibility Review Period ("Title Contingency Date"), Buyer shall deliver written notice to Seller ("Buyer's Title Notice") of all matters of title to the Property disapproved by Buyer ("Disapproved Items"). Buyer's failure to deliver Buyer's Title Notice by the Title Contingency Date shall be deemed to be Buyer's approval of the survey and all existing title matters. If Buyer timely notifies Seller of Disapproved Items and all or some of the Disapproved Items (except for those Disapproved Items, if any, which will be removed upon the Close of Escrow in accordance with the terms of this Agreement) are not cured or deleted as exceptions to title within ten (10) days after Seller's receipt of Buyer's Title Notice, Buyer shall

have the option of either waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow or terminating this Agreement, in which event the provisions of Section 5.1(c) shall govern. In the event Buyer elects to terminate this Agreement pursuant to this Section 5.1, Buyer shall notify Seller of its election by written notice no later than twenty (20) days after Seller's receipt of Buyer's Title Notice. Buyer's failure to timely deliver written notice to Seller of its election to terminate shall be deemed to be Buyer's election to proceed to the Close of Escrow and to waive its disapproval of such Disapproved Items. In no event shall Seller's failure to cure or delete as exceptions to the Title Policy any Disapproved Items be deemed to be a breach of this Agreement by Seller or entitle Buyer to any offset against the Purchase Price.

(b) Title Company's willingness to issue a title insurance policy in the amount of the Purchase Price, subject only to such exceptions to title as have been approved by Buyer as provided in subparagraph (a) above, shall be a condition precedent to Buyer's obligation to purchase the Property.

(c) If this Agreement is terminated pursuant to this Section 5.1, each party shall pay an amount equal to one-half (1/2) of the "cost of cancellation of the Escrow" (as hereinafter defined), and neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations as defined in Section 11.27 below). The term "cost of cancellation of the Escrow", as used herein shall be the costs accrued and charged by Escrow Holder and the Title Company for the cancellation of Escrow and the preparation of the Title Report, only.

5.2 Survey. Buyer may elect, at its sole cost and expense, to obtain a survey of the Property. If Buyer so elects, Buyer shall furnish a copy of same to Seller and Title Company when said survey is complete.

5.3 Feasibility Review. Buyer shall have approved, on or before November 15, 2001 ("Feasibility Review Period"), the condition of the Property and the feasibility of Buyer's use thereof. Buyer's feasibility review shall pertain to Buyer's review of and satisfaction with Buyer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Property, and any other matter deemed by Buyer to be relevant to the acquisition of the Property. Buyer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Buyer's disapproval of any of the foregoing matters; provided, however, that if Buyer fails to notify Seller and Escrow Holder of Buyer's disapproval of the feasibility by written notice delivered to Seller no later than the date of expiration of the Feasibility Review Period, Buyer shall be deemed to have approved the feasibility and this condition shall be deemed satisfied. If this Agreement is terminated pursuant to the foregoing provisions of this Section 5.3, neither party shall have any further rights or obligations under this Agreement (except for the Surviving Obligations).

5.4 Compliance by Seller. Seller shall have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Seller, and all representations and warranties made by Seller under this Agreement shall be true and correct as of the Closing Date.

5.5 STB Proceedings. No protest, petition to revoke, or similar objection to the transactions contemplated by this Agreement, nor any request for conditions, shall have been filed with the Surface Transportation Board ("STB").

5.6 No Litigation. No court or agency shall have issued an order restraining the consummation of the transactions contemplated by this Agreement, and no litigation affecting the Property shall have been commenced.

5.7 Freight Obligations. Buyer shall have satisfied itself that (a) Buyer shall not be deemed to have undertaken any obligation to provide freight rail services by reason of its acquisition of the Property, and (b) the provisions of the Railway Labor Act will not apply to Buyer solely by reason of its acquisition of the Property.

5.8 Satisfaction of Contingencies. If the contingency set forth in Section 5.7 has not been satisfied on or prior to November 15, 2001, then this Agreement shall automatically terminate, and neither party shall have any further rights or obligations under this Agreement (except for the Surviving Obligations). If the contingencies set forth in Sections 5.9 and 5.10 have not been satisfied on or prior to December 14, 2001, then this Agreement shall automatically terminate, and neither party shall have any further rights or obligations under this Agreement (except for the Surviving Obligations)

5.9 Funding Approval. On condition that Buyer shall have used its continuous reasonable efforts to obtain such funding and approvals, it shall be a condition precedent to Closing that Buyer shall have obtained sufficient funding to close the transactions contemplated by this Agreement, and shall have received all necessary approvals from Buyer's funding agencies.

5.10 Notice of Interim Trails Use. On condition that Buyer shall have timely filed the necessary application and supporting documentation with the STB, it shall be a condition precedent to Closing that the STB shall have issued a Notice of Interim Trail Use under Section 1247(d) of the National Trails System Act (16 U.S.C. § 1241 *et seq.*) permitting railbanking and interim trail use of the Property.

## ARTICLE VI SELLER'S CONDITION TO CLOSING

It is a condition precedent to Seller's obligation to sell the Property that Buyer shall have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Buyer.

## ARTICLE VII OPENING AND CLOSING OF ESCROW

7.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties shall deposit three (3) executed counterparts of this Agreement with Escrow Holder

and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby, including Escrow Holder's general provisions which are contained in **Exhibit F** attached hereto to the extent said general provisions do not conflict with the provisions contained in these Escrow Instructions. Escrow Holder shall insert the date of the Opening of Escrow on the upper right hand corner of the first page of this Agreement on each of the three counterparts. The Opening of Escrow shall be the date upon which Escrow Holder has received executed counterparts of this Agreement from both Buyer and Seller. Escrow Holder shall deliver to both Buyer and Seller a set of counterparts of the Agreement executed by Buyer, Seller and Escrow Holder and shall retain a set in Escrow. Escrow Holder shall only be responsible for undertaking such matters in connection with the Closing as are specifically provided for herein or in any additional or supplementary escrow instructions delivered by the parties. In the event the Opening of Escrow has not occurred by November 9, 2001, this Agreement, and the terms and conditions contained herein, shall be null and void and of no further force and effect.

## 7.2 Closing.

7.2.1 Closing Date. The consummation of the transaction contemplated by this Agreement and recording of the Deed (the "Closing" or "Close of Escrow") shall occur and delivery of all items to be made at the Closing under the terms of this Agreement shall be made on or before December 14, 2001 (the "Closing Date").

7.2.2 Preclosing Conditions. Provided that Escrow Holder can comply with these instructions, that Escrow Holder has received the deliveries described in Sections 7.3 and 7.4 below, that Escrow Holder has not received prior written notice from a party that any condition to such party's obligations has not been fulfilled, or that Buyer has elected to terminate its rights and obligations hereunder pursuant to Article V or Seller has elected to terminate its rights and obligations hereunder pursuant to Article VI then Escrow Holder is authorized and instructed to (a) record the Deed, (b) deliver the Purchase Price to Seller, less prorations and costs of Escrow in accordance with Section 7.6 below, (c) deliver a conformed copy of the recorded Deed and a fully executed counterpart of the Assignment to Buyer and Seller, and (d) deliver the closing statements to Buyer and Seller in accordance with Section 7.2.4 below.

7.2.3 Failure to Close. If the Closing does not occur on or before the Closing Date, then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party shall have any further obligations hereunder (other than the Surviving Obligations), and all documents and other instruments shall be returned to the party depositing the same into Escrow. In the event neither party is in default, the cost of cancellation of Escrow shall be shared equally between Buyer and Seller. In the event only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire cost of cancellation of Escrow. The termination of this Agreement and cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights, as said rights may be limited by the terms contained in this

Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall close the Escrow as soon as possible.

**7.2.4 Notification; Closing Statements.** If Escrow Holder cannot comply with the instructions herein and to be provided, Escrow Holder is not authorized to cause the recording of the Deed or close this Escrow. If Escrow Holder is unable to cause the recording of the Deed, Escrow Holder shall notify Scott Behm at (626) 821-1882 and Steve Helvey, City Manager at (562) 464-3301, without delay. If Escrow Holder is able to comply with the instructions herein and to be provided, immediately after the Closing, Escrow Holder shall deliver to Seller at the addresses provided in Section 11.9 a true, correct and complete copy of the Seller's closing statement, in the form customarily prepared by Escrow Holder and shall deliver to Buyer at the address provided in Section 11.9 a true, correct and complete copy of Buyer's closing statement, in the form customarily prepared by Escrow Holder.

**7.3 Deliveries by Seller.** Not later than one (1) business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following items:

**7.3.1 Deed.** The Deed in the form of **Exhibit B** duly executed and acknowledged by Seller.

**7.3.2 Assignment.** The Assignment in the form of **Exhibit E** duly executed by Seller.

**7.3.3 Non-Foreign Status Certificate.** A Non-Foreign Status Certificate pursuant to Internal Revenue Code Section 1445 duly executed by Seller in the form of **Exhibit G**.

**7.3.4 California Form 597-W.** California Form 597-W duly executed by Seller in the form of **Exhibit H**.

**7.3.5 Rent Roll.** A rent roll for all Leases updated to within ten (10) days prior to Closing.

**7.3.6 Original Leases and Licenses.** The original Leases and Licenses, to the extent the same are in Seller's possession.

**7.3.7 Other Documents.** Any other documents, instruments, data, records, correspondence or agreements called for hereunder which have not previously been delivered.

7.4 Deliveries by Buyer. Not later than one (1) business day prior to the Closing Date (or such other time specified below), Buyer shall deposit with Escrow Holder the following items:

7.4.1 Purchase Price. A sum in an amount equal to the Purchase Price, plus Buyer's share of the prorations and costs of Escrow which are required pursuant to this Article to close Escrow.

7.4.2 Assignment. The Assignment in the form of **Exhibit E** duly executed by Buyer.

7.4.3 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for hereunder which have not been previously delivered.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

7.6 Prorations.

7.6.1 All expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, shall be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property through and including the date immediately preceding the Closing Date. Seller and Buyer hereby agree that any of the aforesaid prorations which cannot be calculated accurately as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates, and shall be recomputed between Seller and Buyer when actual tax statements for the year of Closing are received, and either party owing the other party a sum of money based on such subsequent proration adjustment shall promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a bill therefor, shall pay interest thereon, at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, from the Closing Date to the date of payment. Seller shall be responsible for such taxes or assessments (including, without limitation, possessory interest taxes, if any) as may separately be levied on any of the rights retained by Seller under Section 1.1. The provisions of this Section 7.6.1 shall survive the Closing and the delivery of the Deed.

7.6.2 All rents, common area maintenance charges, other amounts paid by a tenant of the Property, and other income from the Property attributable to periods prior to the Closing shall be retained by Seller, and all such income attributable to and collected for periods subsequent to the Closing shall be credited to Buyer. Buyer shall have no obligation to collect any rents or other charges due but uncollected prior to such Closing. All tenant security deposits, if any, shall be transferred to Buyer upon the Closing, and Buyer shall execute a document acknowledging receipt of such deposits and agreeing to hold them in accordance with the terms in the applicable Leases.



7.7 Special Taxes, Bonds or Assessments. If, at the time of Closing, any portion of the Property is affected by an assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien, then such installment shall be prorated as of 12:01 a.m. on the Closing Date. All installments not then yet due whether or not the same have been prepaid shall not be prorated and Buyer shall assume such bonds or assessments. Any prepaid assessments made in advance of its due date shall be credited to Seller. In addition, Buyer shall assume any and all future bonds, assessments, special taxes, fees or charges applicable to the Property for liabilities now or hereafter imposed by any governmental authority (collectively referred to as "Governmental Requirements") including, without limitation, any such Governmental Requirements imposed by the City of Whittier, and those for (i) common area improvements, whether or not specifically set forth in this Agreement, (ii) local assessment or improvement districts, (iii) any special tax assessments, (iv) traffic mitigation improvements (v) park and recreation fees, and/or (vi) any other public facility infrastructure or traffic mitigation required or imposed by the City of Whittier. Buyer shall assume all such bonds or future assessments without offset or adjustment.

7.8 Costs and Expenses. Subject to any other allocation of costs and expenses set forth in this Agreement in the event the Closing does not occur, the costs and expenses of Escrow upon Close of Escrow shall be allocated as follows: Seller shall pay the cost of any documentary or other transfer taxes applicable to the sale, and all other recording charges. Buyer shall pay the premium for any title insurance Buyer elects to obtain. Buyer and Seller shall share equally all other standard costs and charges of the Escrow.

7.9 Disbursement of Funds. On the Close of Escrow, Escrow Holder shall disburse the Purchase Price less (a) Seller's share of prorations as determined pursuant to Section 7.6; and (b) Seller's share of costs of Escrow pursuant to Section 7.8; in immediately available funds, and, unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent by wire transfer as follows:

US Bank  
Omaha, Nebraska 68102  
ABA Routing #104000029  
For Credit Union Pacific Railroad Company  
Account No. 148744571164

Such funds are to be wired as of 11:00 a.m. P.S.T. on such date in order that such funds may be received by Seller on the Close of Escrow; provided, however, that if such funds cannot be wired to Seller on the Close of Escrow, Escrow Holder shall, unless otherwise directed in writing by Seller, invest the funds overnight in an interest-bearing account.

7.10 Delivery of Documents. Upon the Close of Escrow all instruments and documents shall be delivered forthwith to such party's attorney specified in Section 11.9, and if no attorney is specified, then to such party directly. Escrow Holder shall forthwith deliver to the party entitled thereto the recorded originals of such instruments or documents upon Escrow Holder's receipt of the same.



7.11 Supplemental Taxes. Seller and Buyer acknowledge that the Property may be subject to supplemental taxes due as a result of change of ownership taking place through this Escrow. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this Escrow and Escrow Holder is released of any liability in connection with same.

## ARTICLE VIII REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as of the date of this Agreement and as of the Closing Date except as provided in Section 8.5, as follows:

8.1.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and qualified to do business in California.

8.1.2 Authority. Seller has full statutory power and authority to enter into this Agreement and, subject to necessary regulatory authority, to carry out the obligations of Seller under this Agreement.

8.1.3 Enforceability. This Agreement has been duly authorized, executed and delivered by Seller and is the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law). Neither the execution and delivery of this Agreement by Seller, the consummation by Seller of the transaction contemplated thereby, nor compliance or performance by Seller with any of the provisions thereof does or will violate any judgment, order, law or regulation applicable to Seller or any provisions of Seller's certificate of incorporation or by-laws or result in any material breach of, or constitute a material default under, or result in the creation of any material liens, charge, security interest or other encumbrance upon the Property (other than created by this transaction) pursuant to any note, bond, indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Seller is a party or by which any of the Property is bound.

8.1.4 Condemnation or Violations of Law. Except (a) as set forth in the Property Materials, (b) for any matter related to Buyer, or (c) as previously disclosed to Buyer in writing, Seller has not received any written notice of any existing or threatened condemnation or material violation of law, including any Environmental Law (as defined below).

8.1.5 Hazardous Materials. Except as disclosed in the Property Materials, Seller's Representatives (as defined in Section 8.1.9(c) below) have no current, actual knowledge of (a) any material release of a Hazardous Material (as defined below) that has come to be located on or beneath any of the Property; (b) any receipt by Seller of any written governmental

notice that any of the Property is in violation, in any material respect, under any Environmental Law (as defined below); (c) any existing, pending or threatened investigation by any governmental authority under or in connection with any Environmental Law applicable to the Property; or (d) any environmental assessment reports on the Property in the records of Seller's Real Estate Department in Arcadia, California and Omaha, Nebraska or Seller's Environmental Management Group in Roseville and San Francisco, California and Omaha, Nebraska.

8.1.6 Litigation. Except as disclosed in the Property Materials, and for any matter related to Buyer or to Interstate Commerce Commission or Surface Transportation Board proceedings filed by Seller to abandon freight rail service over the Property, Seller's Representatives have no current actual knowledge of any pending litigation, administrative action, governmental investigation, examination, claim or demand (including, but not limited to, environmental investigations, examinations, claims and demands) whatsoever affecting the Property.

8.1.7 Senior Rights. Seller's Representatives have no current actual knowledge that any tenant or other third party has any agreement or right granted by Seller to purchase all or any part of the Property which is senior to Buyer's rights hereunder.

8.1.8 Seller's Pre-Closing Deliveries. Seller represents and warrants that it has delivered to Buyer true and correct copies of any and all valuation maps, Leases and Licenses, and environmental studies and reports in effect for, or applicable to, the Property as of the date of this Agreement to the extent the same are in the records of Seller's Real Estate Department offices in Omaha, Nebraska and Arcadia, California, and Seller's Environmental Management Group offices in Omaha, Nebraska and Roseville and San Francisco, California. In the event Seller discovers any additional Leases or Licenses, valuation maps or environmental studies or reports prior to the Closing, Seller shall promptly deliver the same to Buyer.

#### 8.1.9 Definitions.

(a) As used in this Agreement, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste regulated by or subject to any local governmental authority, any agency of the State of California, or any other agency of the United States Government, including, without limitation, any material or substance which is (A) defined as a "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", "hazardous material", "toxic material", "toxic substance", or words of similar import, under any federal, state or local governmental rule, regulation, ordinance, statute or act; (B) petroleum and any petroleum by-products; (C) asbestos; (D) urea-formaldehyde foam insulation; or (E) polychlorinated biphenol.

(b) As used in this Agreement, the term "Environmental Law" shall mean any law, statute, regulation, rule, ordinance, enforceable requirement, order, decree, judgment, injunction, permit, approval, authorization, license, permission, or binding agreement, issued, validly promulgated, or entered into, by any federal, state, county, regional or local governmental authority, concerning the presence, generation, handling, storage, treatment, transportation, disposal or cleanup of, or liability for, any Hazardous Material, as currently in effect and as

hereafter enacted or modified, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Sections 9601 *et seq.*), the Safe Water Drinking Act (42 U.S.C. Sections 300f *et seq.*), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Sections 136 *et seq.*), the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 *et seq.*), and the Federal Water Pollution Control Act (see U.S.C. Sections 1251 *et seq.*).

(c) The term "current, actual knowledge" as used in this Section 8.1 shall mean and refer only to the current, actual knowledge, without duty of investigation or inquiry, of Charles Scott Behm, Senior Manager, Michael W. Casey, General Director, Don H. Lightwine, Director-Real Estate West, Garry Malmberg, Senior Manager, R. D. Uhrich, Assistant Vice President-Real Estate of Seller's Real Estate Department, and Norman D. Siler, Manager-Environmental Site Remediation, James A. Levy, Manager-Environmental Site Remediation, and John C. Moe, Manager-Environmental Site Remediation of Seller's Environmental Management Group (collectively, "Seller's Representatives").

## 8.2 Covenants of Seller.

8.2.1 Prior to the Closing Date, Seller shall pay all taxes and assessments affecting the Property, which it is legally obligated to pay prior to the date such taxes and assessments are legally due.

8.2.2 Prior to the Closing Date, Seller shall not encumber, and shall use reasonable efforts not to permit to be encumbered, any part of the Property, or otherwise materially impair (except as otherwise contemplated by or permitted under this Agreement) the state of title to the Property.

8.2.3 Prior to the Closing Date, Seller shall not modify any existing Lease or License in any material way adverse to the lessor's interest (except as required by the provisions of any such Lease or License) without Buyer's prior written consent, which consent shall not be unreasonably withheld, nor enter into new Leases or Licenses without Buyer's prior written consent, which consent shall not be unreasonably withheld. Seller shall have the right to terminate or cancel any Leases without Purchaser's consent.

8.2.4 Prior to the Closing Date, Seller shall comply with all material terms, conditions and provisions of all Leases and Licenses, and make all payments due thereunder.

8.2.5 Seller acknowledges and agrees that it has offered to sell and donate the Property, that it is not receiving fair market value for the Property, and that it is not entitled to any further assistance under the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. § 4601, *et seq.*), the California Relocation Assistance Act (California Government Code § 7260, *et seq.*), or any other federal, state or local law, ordinance or regulation requiring the provision of relocation assistance to persons displaced by action of public agencies by reason of the transactions contemplated by this Agreement.

8.2.6 Seller shall cooperate with Buyer's efforts to remove any encroachments after the Closing, which cooperation shall consist of making Seller's records reasonably available for Buyer's inspection and making Seller's employees reasonably available to testify.

8.3 Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement and as of the Closing Date, as follows:

8.3.1 Organization. Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of California.

8.3.2 Enforceability. This Agreement has been duly authorized, executed and delivered by Buyer and is the legal, valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law). Neither the execution and delivery of this Agreement by Buyer, the consummation by Buyer of the transaction contemplated thereby, nor compliance or performance by Buyer with any of the provisions thereof does or will violate any judgment, order, law or regulation applicable to Buyer.

8.3.3 Authority. Buyer has full statutory power and authority to enter into this Agreement and, subject to necessary regulatory authority, to carry out the obligations of Buyer under this Agreement.

8.4 Mutual Representations and Covenants, Brokers and Finders. No broker's fee, finder's fee, commission or similar compensation shall be paid to principals of Buyer or Seller in connection with this Agreement. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith other than as set forth above, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim; and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section shall survive the Close of Escrow or termination of this Agreement.

8.5 Accuracy as of Closing. All representations and warranties by the respective parties contained herein are intended to remain materially true and correct as of the time of the Closing of Escrow, and are deemed to be restated at Closing of Escrow except with respect to variances of which written notice is given as provided below in this Section 8.5. In the event a party has actual knowledge that a representation and warranty in this Section 8 is no longer true and correct after the date of Opening of Escrow, such party will immediately give the other party written notice of any such variance. The party benefited by the representation and warranty may elect to terminate this Agreement or may waive the variance by giving the other party written

notice of such election within ten (10) business days after such written notice of variance is given. If the benefited party does not give timely notice of termination or waiver, then the benefited party will be deemed to have waived the variance except as provided in Section 8.6 below. If this Agreement is terminated pursuant to this Section 8.5, neither party will have any further rights or obligations under this Agreement (except for the Surviving Obligations).

**8.6 Breach of Representations, Warranties and Covenants.** If the variance in a representation and warranty existed at the time of execution of this Agreement, i.e., if the representation and warranty was untrue when made, or if the variance results from a breach of covenant by the party making the representation and warranty, or if a party fails to give notice of any variance as required by Section 8.5, the party making the false representation and warranty, or breaching the covenant, or failing to give notice of any variance, will remain liable to the other party for breach of representation and warranty or covenant, and the other party may pursue damages for such breach.

**8.7 Survival; Notice of Breach.** The representations, warranties and covenants contained in Sections 8.1, 8.2 and 8.3 (except as modified by variances of which written notice is given as provided in Section 8.5), 8.4 and the consequences of breach thereof contained in Section 8.6, will not merge with the Deed in the event Buyer acquires the Property; provided, however, that neither Seller nor Buyer will have any cause of action or claim for a breach of representations, warranties and covenants set forth in Sections 8.1, 8.2, 8.3 and 8.4 (such party having a claim being referred to herein as a "Claimant") unless a "Notice of Breach" (as hereinafter defined) has been theretofore delivered by Claimant to the party claimed to be in breach within five (5) years following the Close of Escrow (the "Claims Period"). Failure of a Claimant to deliver a Notice of Breach within the Claims Period will terminate any and all causes of action, claims, or rights with respect to a breach by the other party of the representations and warranties made by such party in Sections 8.1, 8.2, 8.3 and 8.4. Each Notice of Breach will describe with specificity and particularity the nature of the alleged breach.

## **ARTICLE IX CONDEMNATION AND RISK OF LOSS**

**9.1** If, prior to the Close of Escrow, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer shall have the unilateral right, exercisable by giving notice of such decision to Seller within ten (10) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement, in which case Buyer and Seller shall each pay one-half (1/2) of the cost of cancellation of Escrow, and neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations). If Buyer does not elect to terminate pursuant to this Section 9.1, the net proceeds of condemnation awards payable to Seller by reason of such condemnation shall be paid or assigned to Buyer upon the Close of Escrow.

**9.2** If, prior to the Close of Escrow, the improvements on the Property are destroyed or materially damaged, Buyer shall have the unilateral right, exercisable by giving notice of such decision to Seller within ten (10) days after receiving written notice of such destruction or

damage, to terminate this Agreement, in which case Buyer and Seller shall pay one-half (1/2) of the cost of cancellation of Escrow, and neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations). If Buyer does not elect to terminate pursuant to this Section 9.2, the net insurance proceeds, if any, payable to Seller by reason of such destruction or damage shall be paid or assigned to Buyer upon the Close of Escrow.

## ARTICLE X POSSESSION

Possession of the Property shall be delivered to Buyer on the Close of Escrow, subject to any Leases and Licenses identified in this Agreement.

## ARTICLE XI MISCELLANEOUS

11.1 Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

11.2 Satisfaction or Waiver of Contingencies. The consummation of the Closing shall be conclusive evidence that the contingencies and conditions to Closing have been fully satisfied or waived.

11.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns, except that Buyer's interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise, without Seller's prior written approval, which approval shall not be unreasonably withheld or delayed. Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and Buyer shall be deemed in default hereunder.

11.4 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right to subrogation or action over against any party to this Agreement.

11.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

11.6 Amendment. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the party to be bound.

11.7 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.8 Timeliness. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

11.9 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described above within three (3) business days thereafter. Notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller: UNION PACIFIC RAILROAD COMPANY  
ATTN: C. Scott Behm  
150 North Santa Anita Avenue, Suite 300  
Arcadia, California 91006  
Telephone: (626) 821-1882  
Facsimile: (626) 821-1884

With copy to: UNION PACIFIC RAILROAD COMPANY  
ATTN: General Contract Counsel  
1416 Dodge Street, Room 830  
Omaha, Nebraska 68179  
Telephone: (402) 271-5761  
Facsimile: (402) 271-7107 or 271-5610



If to Buyer: CITY OF WHITTIER  
 ATTN: Steve Helvey, City Manager  
 13230 Penn Street  
 Whittier, California 90602  
 Telephone: (562) 464-3301  
 Facsimile: (562) 464-3570

With copy to: HYDE, MILLER, OWEN & TROST  
 ATTN: Kirk Trost  
 428 "J" Street, Suite 400  
 Sacramento, California 95814-2394  
 Telephone: (916) 447-7933  
 Facsimile: (916) 447-5195

11.10 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is subject, shall be brought in the county in which the Property is located.

11.11 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

11.12 Invalidity. Any provision of this Agreement which is invalid, void, or illegal, shall not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement shall remain in full force and effect

11.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.14 Number and Gender. When required by the context of this Agreement, each number (singular and plural) shall include all numbers, and each gender shall include all genders.

11.15 Joint and Several Liability. In the event either party hereto now or hereafter shall consist of more than one person, firm, or corporation, then and in such event, all such persons, firms, or corporations shall be jointly and severally liable as parties under this Agreement.

11.16 Recording. This Agreement or any memorandum thereof shall not be recorded by the parties.

11.17 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement, provided that the party requesting such further action shall bear all costs and expenses related thereto.



11.18 Advice of Professionals. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

11.19 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

11.20 Recitals and Exhibits. The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a material part of this Agreement.

11.21 Professional Fees and Costs. If any legal or equitable action, arbitration, or other proceeding, whether on the merits, application, or motion, are brought or undertaken to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the successful or prevailing party or parties in such undertaking shall be entitled to recover reasonable attorney's and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses. The provisions of this Section shall survive the Close of Escrow or the termination of this Agreement.

11.22 Confidentiality. All information, studies and reports relating to the environmental condition of the Property obtained by Buyer, either by the observations and examinations of its agents and representatives or as disclosed to it by Seller, shall remain confidential and Buyer shall not disclose any such matters to any person or governmental agency except as unconditionally required by law. If the transaction contemplated herein fails to close for any reason, Buyer shall deliver and return to Seller, at no cost to Seller, all such information, reports and studies, and Buyer shall make no further distributions or disclosures of any such information, reports and studies. The provisions of this Section shall survive the termination of this Agreement.

11.23 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

11.24 Back-Up Offers. Until the Close of Escrow, Seller shall have the right to continue to present the Property for sale and accept "back-up" offers contingent on Buyer's failure to perform under the terms of this Agreement.

11.25 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to

the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

11.26 Merger. Except as otherwise expressly provided herein, the covenants, representations and warranties of Buyer and Seller herein shall merge into the deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing of Escrow.

11.27 Survival. Buyer and Seller acknowledge and agree that in the event of the termination howsoever of this Agreement, the obligations of and indemnity by Buyer in Section 3.2, the confidentiality provisions of Section 11.22, and the provisions of Sections 8.4, 11.21 and 11.28 hereof (hereafter "Surviving Obligations") shall not be limited, impaired or otherwise affected by any termination of this Agreement as a result of such termination.

11.28 Pre-Closing Liabilities. Except as otherwise expressly set forth in this Agreement, Seller agrees to defend, indemnify and hold Buyer (together with the officers, directors, employees and representatives of Buyer) harmless from and against all third party claims, demands, liabilities, causes of action, actions, judgments, settlements, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation expenses) for personal injury, property damage or breach of contract directly connected with the Seller's ownership, use, operation or management of the Property (collectively, "Third Party Claim") where the Third Party Claim accrued prior to Closing. The provisions of this Section shall survive the Closing and the delivery of the Deed.

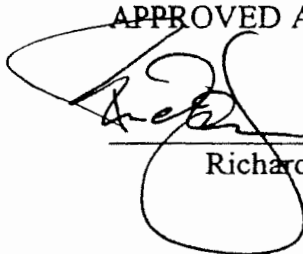
**SELLER:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

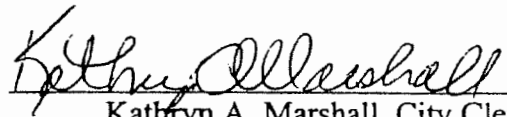
By:   
Title: Assistant Vice President

**BUYER:****CITY OF WHITTIER, a municipal corporation  
of the State of California**By: 

Steve Helvey, City Manager

**APPROVED AS TO LEGAL FORM**  
Richard D. Jones, City Attorney

ATTEST:

  
Kathryn A. Marshall, City Clerk

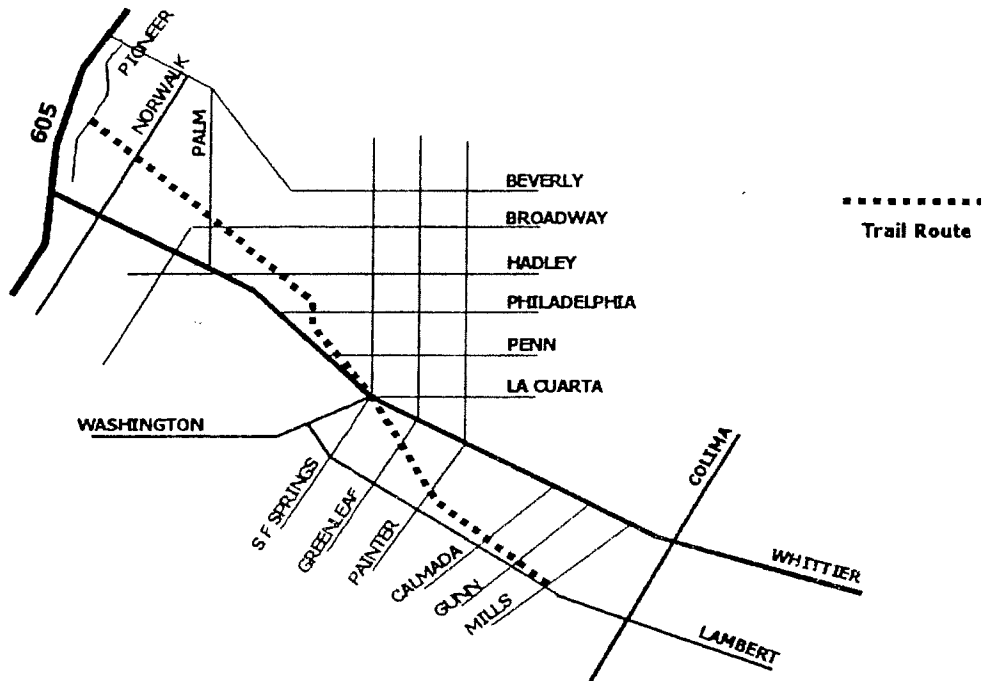
THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES ITS RECEIPT  
OF FIVE (5) EXECUTED COPIES OF THIS AGREEMENT AND AGREES TO ACT IN  
ACCORDANCE THEREWITH.

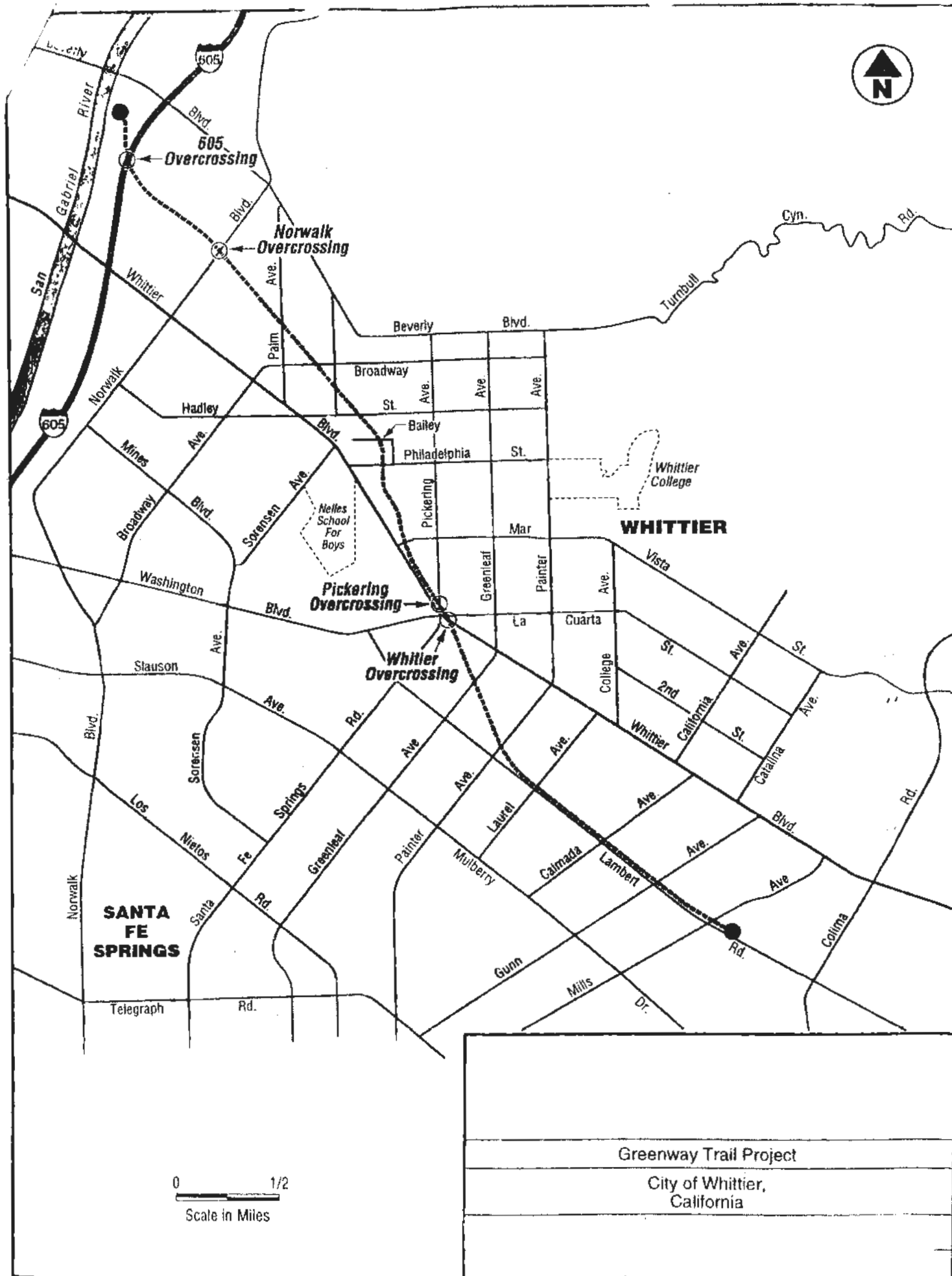
**ESCROW HOLDER:****CHICAGO TITLE COMPANY**By: 

Tammy Bazinet, Escrow Officer

# EXHIBIT A

## PRINT OF PROPERTY





**EXHIBIT B****RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

CITY OF WHITTIER  
 ATTN: City Manager  
 13230 Penn Street  
 Whittier, CA 90602

**MAIL TAX STATEMENTS TO:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 (Space above line for Recorder's use only)

APN \_\_\_\_\_

This instrument is exempt from  
 Recording Fees (Govt. Code  
 §27383) and from Documentary  
 Transfer Taxes (R&T Code §11922)

**QUITCLAIM DEED**

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, successor in interest by merger to Union Pacific Railroad Company, a Utah corporation, and formerly known as Southern Pacific Transportation Company, a Delaware corporation ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto CITY OF WHITTIER, a municipal corporation of the State of California ("Grantee"), whose address is 13230 Penn Street, Whittier, California 90602, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in the City of Whittier, Los Angeles County, State of California, as more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, all railroad tracks, ties, appurtenances, and crossing equipment located on the Property (collectively, the "Trackage"), together with the right of ingress and egress thereto for the removal of the Trackage. Grantor shall remove all Trackage within six (6) months after the date of delivery of this deed (except for Trackage within crossings, which Grantor is not required to remove).

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging; TO HAVE AND TO HOLD, subject to the aforesaid provisions, the Property unto the said Grantee and unto its successors and assigns.

The Property is conveyed to Grantee pursuant to effective orders of the Surface Transportation Board (the "STB") applying Section 8(d) of the National Trails System Act, 16 U.S.C. Section 1247(d). The Property shall remain under the jurisdiction of the STB (or its successor agency) pursuant to applicable regulations of said agency for reactivation of freight rail service and for interim trail use. In the event Grantee shall apply to the STB (or its successor agency) to cease railbanking all or any portion of the Property, Grantor shall not object to such application.

Grantor hereby grants to Grantee an option for a period of 99 years after the date of this Deed to acquire Grantor's residual right to reactivate freight rail service on all or any portion of the Property. Such option (i) shall be exercisable upon 10 days prior written notice to Grantor after Grantee has obtained regulatory authority to acquire such residual right, and upon tender of \$10 as additional consideration, or (ii) may be waived by Grantee upon written notice to Grantor.

In the event Grantor reactivates freight rail service on any portion of the Property, Grantor (i) shall reimburse Grantee, or cause Grantee to be reimbursed, for the amount Grantee has paid for the portion of the Property in question, including all trail-related or rail-related improvements, or the current market value of the portion of the Property in question, whichever is greater, and (ii) shall be solely responsible for the restoration of tracks, ties and other structures.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 2001.

Attest:

UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation

\_\_\_\_\_  
Assistant Secretary

(Seal)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA   )  
   )  
 COUNTY OF DOUGLAS   )

On \_\_\_\_\_, 2001, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Notary Public

(SEAL)



**EXHIBIT A TO EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT A TO EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY\*\***

**(\*\* Subject to such corrections as may be acceptable to Buyer and Seller)**

**All that real property situated in the County of Los Angeles, State of California, described as follows:**

**PARCEL ONE: (V6A-1-07)**  
**(APN NONE SHOWN)**

***PIONEER BLVD.***

**PARCEL TWO: (V6A-1-08):**  
**(APN 8130-21-800-PORITION)**

That certain parcel of land as conveyed by Deed dated March 16, 1917 executed by E.B. Manning et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded July 21, 1917 in Book 6580 of Deeds, Page 118, Los Angeles County Records, described as follows:

A portion of Lot 33 of Rancho Paso de Bartolo, County of Los Angeles, State of California, as per map recorded in Book 999, Page 81 of Deeds, et seq., Records of said County, described as follows:

BEGINNING at the most Northerly corner of said Lot 33; thence South 39°45'45" West along the Northwesternly line of said lot, being the Easterly line of Guirado Road, 46.94 feet to a point distant 25 feet Westerly from, measured at right angles, to the center line of the Los Angeles & Salt Lake Railroad as now located across said lot; thence Southeasterly parallel to said center line along a curve (the long chord of which bears South 39°44'50" East 139.64 feet) concave to the Northeast of radius 1935.08 feet for 139.67 feet to a point on the Northeasterly line of said Lot 33, being also the Southwesterly line of Lot 16 of Citrus Grove Heights as per Map recorded in Book 22, Pages 86-87 of Maps, distant Northerly 89.68 feet from the Southerly corner of said Lot 16; thence North 22°27' West along the Northeasterly line of said Lot 33, 155.22 feet to the Point of Beginning.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to E.B. Manning recorded March 16, 1918 in Book 6584 of Official Records, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 13 of Deeds, Records of Los Angeles County.  
November 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 5353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL THREE: (V6A-1-09)**  
**(APN 8130-21-800 PORTION)**

That certain parcel of land as conveyed by Deed dated September 20, 1916 executed by E. Kirkwood, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded November 1, 1916 in Book 6290 of Deeds, Page 251, Los Angeles County Records, described as follows:

BEGINNING at the most Southerly corner of Lot 16 of Citrus Grove Heights, as per Book 22, Pages 86-87 of Los Angeles County Records; thence Northeasterly along the Southeast line of said Lot 16, 81.93 feet to a point; thence Northwesterly along a curve concave to the Northeast of radius 1885.08 feet, 219.89 feet to a point on the Northwesterly line of said Lot 16; thence Southwesterly along said Northwesterly line 4.31 feet to the most Westerly corner of said Lot 16; thence Southeasterly along the Southwest line of said Lot 16, 244.90 feet to the Point of Beginning.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to E.B. Manning recorded March 16, 1918 in Book 6584 of Official Deeds, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 13 of Deeds, Records of Los Angeles County.  
December 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 6353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL FOUR: (V6A-1-10)**  
**(APN 8130-21-801)**

That certain parcel of land as conveyed by Deed dated October 21, 1916 executed by John William East et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 25, 1916 in Book 6290 of Deeds, Page 233, Los Angeles County Records, described as follows:

All that portion of Lot 17 of Citrus Grove Heights, County of Los Angeles, State of California, as per map recorded in Book 22, Pages 86-87, Maps, records of said County, lying Southwesterly of a line uniformly 15 feet Northeasterly from measured at right angles to the following described center line and its prolongations of the Los Angeles & Salt Lake Railroad as now located across said Lot 17;

BEGINNING at a point on the Northwesterly line of Lot 17, 56.81 feet Northeasterly from the most Westerly corner thereof; thence Southeasterly along a curve concave to the Northeast of radius 1910.08 feet for 244.9 feet to a point of spiral transition curve; thence Southeasterly along said spiral transition curve, concave to the Northeast decreasing from 3° to 0° in 180 feet for 85.5 feet to a point on the Southeast line of said Lot 17, 62.62 feet from the most Northerly corner thereof.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to

E.B. Manning recorded March 16, 1918 in Book 6584 of Official Records, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 13 of Deeds, Records of Los Angeles County.  
November 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 6353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL FIVE: (V6A-1-11)  
(APN 8130-21-802)**

That certain parcel of land as conveyed by Deed dated December 7, 1916 executed by W.N. Tomlinson et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 12, 1916 in Book 6377 of Deeds, Page 249, Los Angeles County Records, described as follows:

That portion of Lot 18 of Citrus Grove Heights, in the County of Los Angeles, State of California, as per map recorded in Book 22, Pages 86-87 of Maps, in the Office of the County Recorder of said County, lying Southeasterly of a line drawn parallel to and distant Northeasterly 15 feet, measured at right angles, from the following described center line, and the prolongation thereof, of the Los Angeles and Salt Lake Railroad Company, to-wit;

BEGINNING at a point in the Northwesterly line of said Lot, distant Northeasterly 62.62 feet from the most Westerly corner of said Lot; thence Southeasterly, along a transition curve, concave to the Northeast and decreasing in degree of curve 0°01' for each one foot of arc, a distance of 94.50 feet to end of said curve, from which point the Point of Beginning bears North 54°09'05" West 94.50 feet, thence on a tangent to said curve South 54°24' East 236.30 feet to a point in the Southeasterly line of said Lot 18, distant North Easterly 57.94 feet from the most Southerly corner of said lot.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to E.B. Manning recorded March 16, 1918 in Book 6584 of Official Records, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 13 of Deeds, Records of Los Angeles County.  
November 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 6353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL SIX: (V6A-1-12)**  
**(APN 8130-21-803 PORTION)**

That certain parcel of land as conveyed by Deed dated October 14, 1916 executed by German American Trust and Savings Bank to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6363 of Deeds, Page 195, Los Angeles County Records, described as follows:

That portion of Lot Nineteen (19) Citrus Grove Heights, as per Book 22, Pages 86 and 87 of Maps, Los Angeles County Records, lying Southeasterly of a line uniformly 15 feet Northeasterly from and measured normally to the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad Company as now located across said lot;

BEGINNING at a point on the Northwesternly line of Lot 19, distant 57.94 feet from the most Westerly corner of said Lot 19, thence South 54°24' East, 330.77 feet to a point on the Southeasterly line of said Lot 19 distant 85.81 feet from the most Southerly corner of said Lot.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to E.B. Manning recorded March 16, 1918 in Book 6584 of Official Records, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 13 of Deeds, Records of Los Angeles County.  
November 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 6353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL SEVEN: (V6A-1-13)**  
**(APN 8130-21-803 PORTION)**

That certain parcel of land as conveyed by Deed dated October 27, 1916 executed by B.W. Sawyer et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded November 20, 1916 in Book 6353 of Deeds, Page 327, Los Angeles County Records, described as follows:

All that part of Lot Twenty (20) of Citrus Grove Heights, County of Los Angeles, State of California, as per map recorded in Book 22, Pages 86 and 87 of Maps, of said County, lying Southwesterly of a line twenty-five (25) feet Northeasterly from, measured at right angles to the following described center line and its prolongation's of the Los Angeles & Salt Lake Railroad as now located across said Lot Twenty (20);

BEGINNING at a point on the Northwesternly line of Lot Twenty (20), distant 85.81 feet from the most Westerly corner of said Lot; thence South 54°24' East, 330.77 feet to a point on the Southeasterly line of said Lot Twenty (20), 33.92 feet; from the most Southerly corner of said Lot.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to

E.B. Manning recorded March 16, 1918 in Book 6584 of Official Records, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 13 of Deeds, Records of Los Angeles County.  
November 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 6353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL EIGHT: (V6A -1-14)**  
**(APN 8130-21-803)**

That certain parcel of land as conveyed by Deed dated September 20, 1916 executed by A.C. Maple et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6367 of Deeds, Page 145, Los Angeles County Records, described as follows:

That portion of Lot 21, Citrus Grove Heights as per Book 22, Pages 86-87 of Miscellaneous Records of said Los Angeles County, lying Southwesterly of a line uniformly 25 feet Northeasterly from and measured normally to the following described center line of the Los Angeles & Salt Lake Railroad as now located across said lot;

BEGINNING at a point on the Northwestern line of Lot 21, distant 33.92 feet from its most Westerly corner; thence South 54°24' East, 82.48 feet to a point; thence Southeasterly along a curve concave to the Southwest of radius of 2864.93 feet, 248.04 feet to a point on the Southeasterly line of said Lot 21 distant 24.43 feet from its most Southerly corner.

**PARCEL NINE (V6A-1-15)**  
**(APN 8130-21-803 PORTION)**

That certain parcel of land as conveyed by Deed dated October 12, 1916 executed by Francis D. Cope, a single man to Los Angeles & Salt Lake Railroad Company, a Utah corporation, recorded October 17, 1916 in Book 6353 of Deeds, Page 190, Los Angeles County Records, described as follows:

That portion of Lot 22 of Citrus Grove Heights, in the County of Los Angeles, State of California, as per map recorded in Book 22, Page 86 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line distant Northeasterly, measured at right angles, 25 feet from the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad, as now located across said Lot 22; Beginning at a point in the Northwest line of said Lot 22, 24.43 feet Northerly from the most Westerly corner thereof ; thence Southeasterly along a curve concave to the Southwest, with a radius of 2864.93 feet, 331.14 feet to a point in the Southeast line of said Lot 22, 34.06 feet Northerly from the most Southerly corner of said Lot 22;

Also that portion of Lot 23 of said Citrus Grove Heights, lying Southwesterly of a line distant Northeasterly, measured at right angles, 25 feet from the following described center line and its prolongation's of the Los Angeles & Salt Lake Railroad, as now located across said Lot 23; Beginning at a point on the Northwestern line of said Lot 23, 34.06 feet Northerly from the most Westerly corner of said Lot 23; thence Southeasterly along a curve concave to the Southwest with a radius of 2864.93 feet, 176.65 feet to a point of tangency; thence South 39°17' East 158.64 feet to a point on the Southeasterly line of said Lot 23, 27.35 feet Northerly from the most Southerly corner of said Lot 23.

**PARCEL TEN (V6A-1-16)**  
**(APN NONE SHOWN)**

***NORWALK BOULVEARD UNDERPASS***

**PARCEL ELEVEN (V6A-1-17)**  
**(APN 8132-8-800 PORTION)**

That certain parcel of land as conveyed by Deed dated December 12, 1916, executed by Gurney D. Maple et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded January 4, 1917 in Book 6380 of Deeds, Page 248, Los Angeles County Records, described as follows:

That portion of Lot 18 of West Whittier, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 81 et seq., of Deeds, Records of said County, lying Southwesterly of a line parallel with and distant 35 feet Northeasterly, measured at right angles, from the following described center line and the prolongation thereof of the Los Angeles & Salt Lake Railroad.

Also that portion of Lot 19, of said West Whittier lying North of a line parallel with and distant 496 feet North of the South line of said Lot, and Southwesterly of a line parallel with and distant 35 feet Northeasterly, measured at right angles from the following described center line and the prolongation thereof, of said Los Angeles & Salt Lake Railroad, said center line being described as follows:

Beginning at a point in the Northwestern line of said Lot 18 of West Whittier, being also the Southeasterly line of the Workman Mill Road, distant Northeasterly 25.57 feet from the most Northerly corner of Lot "A" of Tract No. 2239 as per Map recorded in Book 28, Page 94 of Maps, in the Office of the County Recorder of said County, thence South 39°17' East 495.98 feet more or less, to a point in the South line of the above described portion of Lot 19 distant Easterly 42.90 feet from the intersection of said Southerly line with the Northeasterly line of said Lot "A" of Tract No. 2239.

EXCEPTING from the above described property that portion thereof lying Southwesterly of the Northeasterly line of said Lot "A" Tract No. 2239.

**PARCEL TWELVE (V6A-1-18)**  
**(APN 8132-8-800 PORTION)**

That certain parcel of land as conveyed by Deed dated December 14, 1916 executed by John Chalmers Newsom et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 25, 1916 in Book 6401 of Deeds, Page 123, Los Angeles County Records, described as follows:

That portion of Lot 19 of West Whittier, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 81 et seq., of Deeds, Records of said County, lying South of a line distant 496 feet North of and parallel with the South line of said Lot, and Southwesterly of a line parallel with and distant 35 feet Northeasterly, measured at right angles, from the following described center line, and the prolongation thereof, of the Los Angeles & Salt Lake Railroad to-wit;

BEGINNING at a point in the South line of said Lot 19, distant Easterly 271.32 feet from the point of intersection of said South line with the Northeasterly line of Lot "A" of Tract No. 2239 per Map recorded in Book 28, Pages 94 and 95 of Maps in the Office of the County Recorder of said County; thence North 39°17' West, 642.16 feet, more or less, to a point in the North line of the above described portion of said Lot 19 of West Whittier, distant Easterly 42.90 feet from the intersection of said North line with the Northeasterly line of said Lot "A" of Tract No. 2239.

EXCEPTING from the above described portion of said Lot 19, the Westerly portion thereof lying Southwesterly of the Northeasterly line of said Lot "A" Tract No. 2239.

EXCEPTING THEREFROM all that portion of land as conveyed by Quitclaim Deed dated February 28, 1919, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a corporation to Peter Schmitz, recorded March 6, 1919 in Book 6795 of Deeds at Page 319, Los Angeles County Records, described as follows:

That portion of Lot 19 of West Whittier in the City of Whittier, as per Map recorded in Book 999, Page 81, et seq., of Deeds, Records of Los Angeles County, California, as conveyed to the Los Angeles & Salt Lake Railroad Company by John O. Newsom and Jessie W. Newsom, by Deed recorded in Book 6401, Page 123 of Deeds, records of said County, lying Southwesterly of a line parallel with and distant 35 feet Southwesterly measured at right angles from the following described center line of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southerly line of said Lot 19 distant Easterly 371.32 feet from the point of intersection of said South line with the Northeasterly line of Lot "A" of Tract No. 2239, as per Map recorded in Book 28, Page 94 and 95 of Maps in Records of said County; thence North 39°17' West a distance of 642.16 feet to a point which is distant 33.14 feet Northeasterly, measured at right angles, from the Northeasterly line of said Lot "A", Tract No. 2239.

**PARCEL THIRTEEN (V6A-1-19)**  
**(APN 8132-9-800)**

That certain parcel of land as conveyed by Deed dated December 29, 1916 executed by Laura E. Brodrick, a widow to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 15, 1917 in Book 6418 of Deeds, Page 77, Los Angeles County Records, described as follows:

A strip of land 70 feet in width through Lot 20 of West Whittier, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 87 of Deeds, records of said County, lying uniformly 35 feet on each side of the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad as now located across said Lot;

BEGINNING a point on the North line of said Lot 20, 773.29 feet Westerly from the Northeast corner thereof; thence South 39°17' East, 854.26 feet to a point on the South line of Said Lot 20, 235.32 feet Westerly from the Southeast corner thereof.

**PARCEL FOURTEEN (V6A-1-20)**  
**(APN 8132-9-801 PORTION)**

That certain parcel of land as conveyed by Deed dated January 4, 1917, executed by A.H. Gregg et al, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 24, 1917 in Book 6446 of Deeds, Page 67, Los Angeles County Records, described as follows:

A strip of land 70 feet in width through a portion of Lot 21 of West Whittier, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 87 of Deeds, Records of said County, lying 35 feet on each side of the following described center line and the prolongation thereof of the Los Angeles & Salt Lake Railroad, to wit;

BEGINNING at a point in the North line of said Lot distant Westerly 235.32 feet from the Northeast corner thereof; thence South 39°17' East, 310.66 feet to a point distant Westerly 39.67 feet measured along a line distant North 420 feet from and parallel to the South line of said Lot, from the East line thereof, said East line being also the West line of Palm Avenue.



**PARCEL FIFTEEN (V6A-1-21)**  
**(APN 8132-9-800 PORTION)**

That certain parcel of land as conveyed by Deed dated January 4, 1917 executed by A.H. Gregg et al, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 24, 1917 in Book 6446 of Deeds, Page 66 Los Angeles County Records, described as follows:

That portion of Lot 21 of West Whittier in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 87 of Deeds, records of said County, described as follows:

BEGINNING at a point in the East line of said Lot, being also the West line of Palm Avenue, distant North 315.76 feet from the Southeast corner of said Lot; thence North along the East line of said Lot, 104.24 feet; thence North 89°37' West parallel with the South line of said Lot 84.97 feet; thence South 39°02' East 134.92 feet to the Point of Beginning.

**PARCEL SIXTEEN (V6A-1-22 ALSO SHOWN AS V6A-S1 & 2-22)**  
**(APN NONE SHOWN)**

***PALM AVENUE***

**PARCEL SEVENTEEN (V6A-1-23 ALSO SHOWN AS V6- S1 & 2-23)**  
**(APN 8132-25-800 PORTION)**

That certain parcel of land as conveyed by Deed dated October 3, 1916, executed by George F. Prince et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 4, 1916 in Book 6323 of Deeds, Page 263, Los Angeles County Records, described as follows:

A strip of land Fifty (50) feet in width through the West half of Lot Twelve (12) of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of West Whittier Tract, as per map recorded in Book 60, Page 2, Miscellaneous Records, lying Twenty-Five (25) feet on each side of the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad as now located across said Lot;

BEGINNING at a point in the South line of said Lot twelve (12) distant 242.65 feet from the South West corner of said West half of Lot Twelve (12); thence North 39°16'50" West 385.43 feet to a point on the Westerly line of said Lot distant 297.69 feet from the South West corner of said Lot Twelve.

**PARCEL EIGHTEEN (V6A-1-24 ALSO SHOWN AS V6A-S1 & 2-24)**  
**(APN 8132-25-800 PORTION)**

That certain parcel of land as conveyed by Deed dated September 20, 1916, executed by Peter Schmitz et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 6, 1916 in Book 6341 of Deeds, Page 274, Los Angeles County Records, described as follows:

A 50 feet strip through a portion of Lot 13, of Cohn's partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of the West Whittier Tract as per Book 60, Page 8, Los Angeles County Miscellaneous Records, lying 25 feet on each side of the following described centerline and its prolongation of the Los Angeles & Salt Lake Railroad as per located across said Lot;

BEGINNING at a point on the North line of Lot 13, 242.68 feet from the Southwest corner of said lot, thence South 39°16'50" East, 427.13 feet to a point on a line 330 feet South of the North line of said Lot; said point being 511.54 feet from the West line of said Lot 13.

**PARCEL NINETEEN (V6A-1-25 ALSO SHOWN AS V6A-S1 & 2-25)  
(APN 8132-25-800 PORTION)**

That certain parcel of land as conveyed by Deed dated October 23, 1916 executed by Emma Diffenderfer et vire, to Los Angeles & Salt Lake Railroad Company, a corporation organized under the State of Utah, recorded November 21, 1916 in Book 6303 of Deeds, Page 333, Los Angeles County Records, described as follows:

That part of the West half of the South half of Lot 13 of Cohn's Partision of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of the West Whittier Tract, as per Map recorded in Book 60, Page 2, Miscellaneous Records of said County, described as follows:

BEGINNING at a point in the North line of said West half of the South half of Lot 13 South 89°37' East 465.50 feet from the Northwest corner of said West half of the South half of Lot 13; thence along said North line South 89°37' East 164.50 feet to the center of said Lot 13; thence South along the Easterly line of the West half of said Lot 13, 201.42 feet to a point, said point being 128.47 feet from the Southeast corner of the West half of said Lot 13; thence North 39°5' West 260.90 feet to the Point of Beginning.

EXCEPTING THEREFROM all that portion of land as conveyed by Quitclaim Deed dated June 8, 1917 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a corporation, to Peter Schmitz recorded June 27, 1917 in Book 6512 of Deeds, Page 165, Los Angeles County Records, described as follows:

That portion of the West half of the South half of Lot Thirteen (13) of Cohn's Partition of Lots one (1), two (2), three (3), four (4), eleven (11), twelve (12), thirteen (13) and twenty-two (22) of the West Whittier Tract, in the City of Whittier, County of Los Angeles, State of California, as per Map recorded in Book 60, Page 2, Miscellaneous Records of said County, lying Northeasterly of a line distant Northeasterly 25 feet, measured at right angles from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the North line of said West half of the South half of Lot 13, distant Easterly 511.64 feet from the Northwest corner of said West half of the South half of Lot 13; thence South 39°17' East, 188.98 feet more or less to a point in the East line of said West half of the South half of Lot 13 distant North 184.79 feet from the Southeast corner of said West half of the South half of Lot 13.

**PARCEL TWENTY (V6A-1-26 ALSO SHOWN AS V6A-S1 & 2-26)  
(APN 8132-26-800)**

That certain parcel of land as conveyed by Deed dated September 19, 1916 executed by John M. Land et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 23, 1916 in Book 6368 of Deeds, Page 141, Los Angeles County Records, described as follows:

That portion of the South half of the East half of Lot 13 of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of West Whittier Tract, as per Miscellaneous Records of Los Angeles County Book 60, Page 2, lying Southwesterly of a line 35 feet Northeasterly of, measured at right angles to and parallel to the following descried center line of the Los Angeles & Salt Lake Railroad as now located across said Lot 13;

BEGINNING at a point on the South line of Lot 13, 479.09 feet Westerly from the Southeast corner of said Lot 13; thence North 39°17' West, 239.18 feet to a point on the North and South center line of said Lot, distant 184.79 feet Northerly from the South line of said Lot.

EXCEPTING THEREFROM that certain parcel of land as conveyed by Quitclaim Deed dated January 8, 1919, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a corporation to J.J. Workman recorded January 16, 1919 in Book 6794 of Deeds, Page 47, Los Angeles County Records, described as follows:

That portion of the South half of the East half of Lot 13 of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of West Whittier Tract, as per Book 60, Page 2 Miscellaneous Records of Los Angeles County, California, as conveyed to the Los Angeles & Salt Lake Railroad Company, by John M. Land and Emma C. Land by Deed recorded in Book 6368 Page 141 of Deeds, Records of said County, lying Southwesterly of a line parallel with and distant 35 feet Southwesterly measured at right angles from the following described center line of the Los Angeles & Salt Lake Railroad to-wit:

BEGINNING at a point on the South line of Lot 13, 479.09 feet Westerly from the Southeast corner of said Lot 13, thence North 39°17' West, 259.18 feet to a point on the North and South center line of said lot, distant 184.79 feet Northerly from the South line of said lot.

**PARCEL TWENTY-ONE (V6A-1-27 ALSO SHOWN AS V6A-S1 & 2-27)  
(APN 8140-10-800)**

That certain parcel of land as conveyed by Deed dated September 30, 1916 executed by George S. Weinshank et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 30, 1916 in Book 6307, Page 321, Los Angeles County Records, described as follows:

A strip of land 70 feet in wide, extending from the North line to the East line of Lot 15 of West Whittier, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 87 of Deeds, records of said County being 35 feet on each side of the located center line of the Los Angeles & Salt Lake Railroad Company, said center line intersecting the North line of said lot as a point distant Westerly 479.09 feet from the Northeast corner thereof and extending thence South 39°16'50" East 760.76 feet and intersecting the East line of said Lot at a point distant South 587.76 feet from the Northeast corner thereof.

**PARCEL TWENTY-TWO (V6A-1-28 ALSO SHOWN AS V6A-S1 & 2-28)  
(APN NONE SHOWN)**

**MAGNOLIA AVENUE**

**PARCEL TWENTY-THREE (V6A-2-29 ALSO SHOWN AS V6A-S1 & 2-29)  
(APN 8140-11-800)**

That certain parcel of land as conveyed by Deed dated January 3, 1917, executed by Amanda P. Wiggin et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded January 31, 1917 in Book 6415 of Deeds, Page 254, Los Angeles County Records, described as follows:

That portion of Lot 2 of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of the West Whittier Tract in the of City of Whittier, County of Los Angeles, State of California as per map recorded in Book 60, Page 2, Miscellaneous Records of said County described as follows:

BEGINNING at the Southwest corner of said Lot 2; thence Northerly along the West line thereof, being also the East line of Magnolia Avenue, 53.20 feet to a point distant 35 feet Northeasterly from, measured at right angles to the located center line of the Los Angeles & Salt Lake Railroad Company; thence South 39°17' East parallel with said center line

68.86 feet to a point on the South line of said Lot 2; thence Westerly along said South line 43.37 feet to the Point of Beginning.

**PARCEL TWENTY-FOUR (V6A-2-30 ALSO SHOWN AS V6A-S1 & 2-30)  
(APN 8140-13-800 PORTION)**

That certain parcel of land as conveyed by Deed dated November 6, 1916, executed by Whittier Brick Company to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded January 2, 1917 in Book 6399 of Deeds, Page 187, Los Angeles County records, described as follows:

A strip of land 60 feet in width through a portion of the West half of Lot 1 of Cohn's partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of the West Whittier Tract, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 60, Page 2, Miscellaneous Records of said County, lying uniformly 35 feet Northeasterly of and 25 Southwesterly of the following described center line and its prolongation's of the Los Angeles & Salt Lake Railroad as now located across said West half of Lot One (1):

BEGINNING at a point on the West line of said Lot 1, being the East line of Magnolia Avenue, 2.38 feet Southerly from the Northwest corner thereof; thence South 39°17' East 389.02 feet to a point on the East line of the land conveyed to the Whittier Brick Company by Deed recorded in Book 2729, Page 243 of Deeds, 302.69 feet Southerly from the Northeast corner thereof.

**PARCEL TWENTY-FIVE (V6A-2-31 ALSO SHOWN AS V6A-S1 & 2-31)  
(APN 8140-13-800 PORTION)**

That certain parcel of land as conveyed by Deed dated May 8, 1917, executed by John Cole et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded May 14, 1917 in Book 6481 of Deeds, Page 276, Los Angeles County Records, described as follows:

A strip of land 60 feet in width through a portion of the West half of Lot 1 of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22, of the West Whittier Tract in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 60, Page 2, Miscellaneous Records of said County, said strip of land lying 25 feet Northeasterly of and 35 feet Southwesterly of the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit;

BEGINNING at a point in the South line of said Lot 1, distant Easterly 495.43 feet from the Southwest corner of said Lot 1; thence North 39°17' West, 397.64 feet to a point in the East line of the land conveyed to the Whittier Brick Co. by Deed recorded in Book 2739, Page 243 of Deeds, distant Southerly 302.69 feet from the Northeast corner of said land of the Whittier Brick Company.

**PARCEL TWENTY-SIX (V6A-2-32 ALSO SHOWN AS V6A-S1 & 2-32)  
(APN NONE SHOWN)**

**HADLEY STREET**

**PARCEL TWENTY-SEVEN (V6A-2-33 ALSO SHOWN AS V6A-S1 & 2-33)  
(APN 8140-25-802)**

That certain parcel of land as conveyed by Deed dated September 25, 1916 executed by Mary Dahlitz et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded November 13, 1916 in Book 6369 of Deeds, Page 217, Los Angeles County Records, described as follows:

A 70 foot strip through the Northeast corner of Lot 6, Block E of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53-4 Miscellaneous Records of said County lying 35 feet on each side of the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad as now located across said Lot 6.

Beginning at a point on the North line of Lot 6, 157.22 feet Westerly from the Northeast corner of said Lot; thence South 39°17' East, 247.35 feet to a point on the East line of said lot, 190.95 feet Southerly from the Northeast corner thereof.

**PARCEL TWENTY-EIGHT (V6A-2-34 ALSO SHOWN AS V6A-S1 & 2-34)  
(APN 8140-25-801 portion)**

That certain parcel of land as conveyed by Deed dated February 2, 1917 executed by Central Oil Company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 15, 1917 in Book 6441 of Deeds, Page 66, Los Angeles County Records, described as follows:

BEGINNING at a point in the West line of Lot 5 of Block E of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54 Miscellaneous Records of said County, said Point of Beginning being South 175.47 feet from the Northwest corner of said Lot 5; thence continuing along said West line South 21.53 feet to a point; thence East along a line which is distant 197.00 feet from and parallel with the North line of said Lot 5, 17.74 feet to a point; thence North 39°29' West, 27.90 feet more or less to the Point of Beginning.

**PARCEL TWENTY-NINE (V6A-2-35 ALSO SHOWN AS V6A-S1 & 2-35)  
(APN 8140-25-801 portion)**

That certain parcel of land as conveyed by Deed dated February 7, 1917 executed by Las Vegas Land & Water Company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 24, 1917 in Book 6417 of Deeds, Page 340, Los Angeles County Records, described as follows:

A strip of land 70 feet in width through Lot 5 in Block E of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded Book 21, Pages 53 and 54 Miscellaneous Records of said County being 35 feet on each side of the following described centerline of Los Angeles and Salt Lake Railroad, to-wit:

Beginning at a point in the West line of said Lot 5, distant Southerly 190.95 feet from the Northwest corner thereof; thence South 39°17' East, 345.61 feet to a point of curve; thence Southeasterly along a curve concave to the Southwest, having a radius of 764.49 feet for a distance of 203.74 feet to a point in the South line of said Lot 5 distant Easterly 327.25 feet from the Southwest corner thereof.

EXCEPTING THEREFROM that portion thereof described as follows:

BEGINNING at the Northwest corner of said Lot 5; thence Easterly along the North line of said lot, 170 feet; thence Southerly parallel with the West line of said Lot 197 feet; thence Westerly parallel with the North line of said Lot, 170 feet, in the West line thereof; thence Westerly along the West line of said Lot 5, 197 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion of land as conveyed by Deed dated September 28, 1961 executed by Los Angeles & Salt Lake Railroad Company, formerly San Pedro, Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded November 13, 1961 as Document No. 125 Official Records Los Angeles County and by Deed dated September 28, 1961 executed by Union Pacific Railroad Company, a Utah corporation to Curt Schirmer, etux recorded November 13, 1961 as Document No. 126, Los Angeles County Records, described as follows:

Being that portion of Lot 5, Block E of Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch as per map recorded in Book 21 Page 53, Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 5; thence Southerly along the Easterly line of said Lot 5, a distance of 280.92 feet; thence Westerly, parallel with the Northerly line of said Lot 5, a distance of 180.06 feet to the True Point of Beginning, said True Point of Beginning also being the Southwest corner of that certain parcel of land described in Deed to Whittier Orange & Lemon Association, recorded in Book 6730, Page 121, Official Records of said County; thence Northerly along the Westerly line of said land of the Whittier Orange & Lemon Association, 83.92 feet to the Southeast corner of that certain parcel of land excepted in Deed to Las Vegas Land and Water Company, recorded in Book 6365, Page 241 of Deeds, records of said County; thence Westerly along the Southerly line of said excepted parcel of land, 132.85 feet; thence leaving said Southerly line, Southeasterly in a direct line to a point of intersection with the Southerly prolongation of said Westerly line of the land of the Whittier Orange & Lemon Association, distant Southerly along said prolongation, 77.90 feet from the True Point of Beginning; thence Northerly along said Southerly prolongation, 77.90 feet to the True Point of beginning.

**PARCEL THIRTY (V6A-2-36 ALSO SHOWN AS V6A-S1 & 2-36)  
(APN 8140-25-008 portion)**

That certain parcel of land as conveyed by Deed dated August 16, 1923, executed by Las Vegas Land & Water Company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation, recorded in Book 2708 of Deeds, Page 131, Los Angeles County Records, described as follows:

That portion of Lot 5, in Block "E" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, California, as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of Said County, lying Northeasterly of a line distant Northeasterly 35 feet measured at right angles from the following described centerline of the prolongation thereof of the Los Angeles & Salt Lake Railroad, described as follows, to wit:

BEGINNING at a point on the West line of said Lot 5, distant Southerly 190.95 feet from the Northwest corner of said lot; thence South 39°17' East, 345.61 feet to the Point of Beginning of a curve concave Southwesterly and having a radius of 764.49 feet; thence Southeasterly on said curve 203.74 feet to a point on the South line of said Lot 5 distant 327.25 feet Easterly from the Southwest corner of said lot.

EXCEPTING THEREFROM THE North 197.0 feet of the West 170.00 feet of said lot.

EXCEPTING THEREFROM that portion of land as conveyed by Deed dated September 28, 1961 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, formerly San Pedro, Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded November 13, 1951 as Document No. 125 Official Records Los Angeles County and by Deed dated September 29, 1961 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Curt Schirmer, etux recorded November 13, 1961 as Document No. 126, Los Angeles County Records, described as follows:

COMMENCING at the Northeast corner of said Lot 5; thence Southerly along the Easterly line of said Lot 5, a distance of 280.92 feet; thence Westerly, parallel with the Northerly line of said Lot 5, a distance of 180.06 feet to the True Point of Beginning, said True Point of Beginning also being the Southwest corner of that certain parcel of land described in Deed to Whittier Orange & Lemon Association, recorded in Book 6730, Page 121, Official Records of said County; thence Northerly along the Westerly line of said land of the Whittier Orange & Lemon Association, 83.92 feet to the Southeast corner of that certain parcel of land excepted in Deed to Las Vegas Land and Water Company, recorded in Book 6365, Page 241 of Deeds, records of said County; thence Westerly along the Southerly line of said excepted parcel of land, 132.85 feet; thence leaving said Southerly line, Southeasterly in a direct line to a point of intersection with the Southerly prolongation of said Westerly line of the land of the Whittier Orange & Lemon Association, distant Southerly along said

prolongation, 77.90 feet from the True Point of Beginning; thence Northerly along said Southerly prolongation, 77.90 feet to the True Point of beginning.

ALSO EXCEPTING THEREFROM all that portion of land as conveyed by Deed of Conveyance dated April 14, 1927 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a corporation to Whittier Orange & Lemon Association, a corporation, recorded March 30, 1929, in Book 6730 of Deeds, Page 121 Los Angeles County Records, described as follows:

Being a portion of Lot 5, Block E of Pickering Land & Water Company's Subdivision of a portion of the John M. Thomas Ranch as per Map recorded in Book 21, Page 53 Miscellaneous Records of said County, described as follows:

BEGINNING at a point in the Northerly line of said Lot 5, and 25 feet Westerly of the Northeast corner thereof; thence Westerly along said Northerly line of said Lot 5, 155.06 feet; thence Southerly on a line parallel with the Easterly line of said Lot 5, 280.92 feet; thence Easterly on a line parallel with the Northerly line of said Lot 5, 155.06 feet; thence Northerly along a line parallel with the Easterly line of said Lot 5, 280.92 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM all that portion of land conveyed by Grant Deed dated December 12, 1973, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation, recorded January 15, 1974 as Document No. 620 and by Grant Deed dated December 12, 1973, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Schirmer's Inc., a California corporation recorded January 15, 1974 as Document No. 621, Los Angeles County Records, described as follows:

That certain parcel of land, situated in the City of Whittier, County of Los Angeles, State of California, being that portion of Lot 5, Block E, of Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Page 53, Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at a point in the Easterly line of said Lot 5, distant Southerly thereon 280.92 feet from the Northeast corner of said Lot 5; thence Westerly parallel with the Northerly line of said Lot 5, a distance of 25.00 feet to the True Point of Beginning, said True Point of Beginning also being the Southeast corner of that certain parcel of land described in Deed to Whittier Orange & Lemon Association, recorded in Book 6730, Page 121, Official Records of said County; thence Westerly along the Southerly line of said Whittier Orange & Lemon Association land, 155.06 feet to the Southwest corner of said land of Whittier Orange & Lemon Association; thence Southerly along the Southerly prolongation of the Westerly line of said Whittier Orange & Lemon Association land, said Southerly prolongation also being the Easterly line of that certain parcel of land described in Deed to Curt Schirmer and Maybelle Schirmer, recorded in Book D-1417, Page 636, Official Records of said County, a distance of 65.00 feet, more or less, to its intersection with the Northeasterly line of that certain strip of land 70 feet in width described in Deed to Los Angeles & Salt Lake Railroad Company, recorded in Book 6417, Page 340, Deeds, Records of said County; thence Southeasterly along the Northeasterly line of said 70 foot strip to its intersection with the Westerly line of Gregory Avenue, 37.50 feet wide, said Westerly line also being the Southerly prolongation of the Easterly line of the aforesaid Whittier Orange & Lemon Association land; thence Northerly along said Southerly prolongation to the True Point of Beginning.

**PARCEL THIRTY-ONE (V6A-2-37 ALSO SHOWN AS V6A-S1 & 2-37)  
(NONE SHOWN)**

**GREGORY AVENUE**

**PARCEL THIRTY-TWO (V6A-2-38 ALSO SHOWN AS V6A-S1 & 2-38)  
(APN 8140-25-009 portion)**



(DELETED)

**PARCEL THIRTY-THREE (V6A-2-39 ALSO SHOWN AS V6A-S1 & 2-39) - EASEMENT  
(APN 8140-25-009 portion)**

(DELETED)

**PARCEL THIRTY-FOUR (V6A-2-40 ALSO SHOWN AS V6A-S1 & 2-40)  
(NONE SHOWN)**

***BAILEY STREET***

**PARCEL THIRTY-FIVE (V6A-2-42 ALSO SHOWN AS V6A-S1 & 2-42)  
(APN 8140-28-800 portion)**

That certain parcel of land as conveyed by Deed dated September 1, 1916 executed by Ernest A. Pearson et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 11, 1916 in Book 6303 of Deeds, Page 174, Los Angeles County Records, described as follows:

Lots Eighteen (18) and Nineteen (19) of the Morgan Villa Tract, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 5, Page 25, of Maps Records of Los Angeles County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation, to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL THIRTY-SIX (V6A-2-43 ALSO SHOWN AS V6A-S1 & 2-43)  
(APN 8140-28-800 portion)**

That certain parcel of land as conveyed by Deed dated August 25, 1916 executed by Oliver J. Kelly, et ux, to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 5, 1916 in Book 6311 of Deeds, Page 192, Los Angeles County Records, described as follows:

Lot Seventeen (17) of the Morgan Villa Tract, as per map recorded in Book 5, Page 25, of Maps, in the Office of the County Recorder of said County.



EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL THIRTY-SEVEN (VA6-2-44 ALSO SHOWN AS V6A-S1 & 2-44)  
(APN 8140-28-800 portion)**

That certain parcel of land as conveyed by Deed dated August 28, 1916 executed by O. L. Jordan, et ux, to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 1, 1916 in Book 6333 of Deeds, Page 136, Los Angeles County Records, described as follows:

Lot Sixteen (16) of the Morgan Villa Tract in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 5, Page 25 of Maps in the Office of the County Recorder of Said County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL THIRTY-EIGHT(V6A-2-45 AND V6A-S1 & 2-45)  
(APN 8140-28-800 PORTION)**

That certain parcel of land as conveyed by Deed dated August 31, 1916 executed by Crespin Castillo, et ux to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 15, 1916 in Book 6321 of Deeds, Page 143, Los Angeles County Records, described as follows:

Lot Fifteen (15) of the Morgan Villa Tract, as per map recorded in Book 5, Page 25, of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL THIRTY-NINE (V6A-2-46 ALSO SHOWN AS V6A-S1 & 2-46)  
(APN 8140-28-800 portion)**

That certain parcel of land as conveyed by Deed dated August 28, 1916 executed by Anna V. Reed, a widow to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6366 of Deeds, Page 78, Los Angeles County Records, described as follows:

Lot Fourteen (14) of the Morgan Villa Tract, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 5, Page 25 of Maps in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL FORTY (V6A-2-47 ALSO SHOWN AS V6A-S1 & 2-47)  
(APN 8140-28-800 portion)**

That certain parcel of land as conveyed by Deed dated December 27, 1916 executed by Maria Antonia Quagada, et al, to Los Angeles & Salt Lake Railroad Company, recorded January 6, 1917 in Book 6400 of Deeds, Page 183, Los Angeles County Records, described as follows:

Lot Thirteen (13) of the Morgan Villa Tract, as per map recorded in Book 5, Page 25 of Maps, in the Office of the County Recorder of said County;

EXCEPT the South forty (40) feet thereof.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL FORTY-ONE (V6A-2-48 ALSO SHOWN AS V6A-S1 & 2-48)  
(APN 8140-28-800 portion)**

That certain parcel of land as conveyed by Deed dated September 1, 1916 executed by Maria Antonia Quagada, a widow, to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 6, 1916 in Book 6305 of Deeds, Page 327, Los Angeles County Records, described as follows:

The South Forty (40) feet of Lot Thirteen (13) of the Morgan Villa Tract, as per Map recorded in Book 5, Page 25, of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:  
BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL FORTY-TWO (V6A-2-49 ALSO SHOWN AS V6A-S1 & 2-49)  
(APN – None Shown)**

***STREET-ALLEY***

**PARCEL FORTY-THREE (V6A-2-50 ALSO SHOWN AS V6A-S1 & 2-50 )  
(APN 8140-28-801)**

That certain parcel of land as conveyed by Deed dated August 28, 1916 executed by Anna V. Reed, a widow to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6366 of Deeds, Page 78, Los Angeles County Records, described as follows:

Lot Twelve (12) of the Morgan Villa Tract, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 5, Page 25 of Maps in the Office of the County Recorder of said County.

**PARCEL FORTY-FOUR (V6A-2-51 ALSO SHOWN AS V6A-S2-51)  
(APN None Shown)**

***PHILADELPHIA STREET***

**PARCEL FORTY-FIVE (V6A-2-52 ALSO SHOWN AS V6A-S2-52)  
(APN 8140-30-800)**

That certain parcel of land as conveyed by Deed dated August 30, 1916 executed by Charles H. Hamburg (also known as Chas. H. Hamburg) et ux, to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 11, 1916 in Book 6324 of Deeds, Page 288, Los Angeles County Records, described as follows:

Lot Four (4) of Block "F" of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch, as per map recorded in Book 21, Page 53 Miscellaneous Records of said County

EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated March 8, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, formerly San Pedro, Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded April 7, 1960 as Document No. 1673, and by Deed dated March 8, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to William T. Hughes and Irvin A. Larson, as to each an undivided ½ interest, recorded April 7, 1960 as Document No. 1674, Los Angeles County Records, described as follows:

That portion of Lots 4 and 7 of Block F, Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Page 53, Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 4; thence along the Easterly lines of said Lots 4 and 7, South 0°01'30" West, 1029.13 feet; thence leaving said Easterly line, North 28°25' West, 267.44 feet to a point on a circular curve from which the center bears North 71°57' East, 562.69 feet; thence Northerly along said curve an arc distance of 67.27 feet; thence South 78°48' West, 22.00 feet; thence North 28°25' West, 21.68 feet to the beginning of a tangent curve, concave Northeasterly, having a radius of 360.60 feet; thence Northerly along said curve an arc distance of 2.89 feet; thence South 62°02'32" West, 5.00 feet to a point on a circular curve from which the center bears North 62°02'32" East, 365.60 feet; thence Northerly along said curve an arc distance of 178.40 feet; thence tangent to said curve North, 151.65 feet; thence North 50°18'40", 18.79 feet; thence North 125.00 feet; thence East 35.00 feet; thence North 253.00 feet, more or less, to a point in the North line of said Lot 4; thence Easterly along said North line 175.68 feet to the Point of Beginning.

**PARCEL FORTY-SIX (V6A-2-53 ALSO SHOWN AS A PORTION OF V6A-S2-53)  
(APN 8140-30-01 PORTION)**

That certain parcel of land as conveyed by Deed dated February 21, 1917 executed by Murphy Oil Company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation duly organized and existing under and by virtue of the laws of the State of Utah, recorded April 25, 1917 in Book 6492 of Deeds, Page 18, Los Angeles County Records, described as follows:

All that real property situated in the City of Whittier, County of Los Angeles, State of California, described as follows:

BEGINNING at the Northeast corner of Lot 7, Block F of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Page 53, Miscellaneous Records of said County; thence along the Northerly line of said Lot 7, North 89°58'30" West 294.91 feet; thence South 27°19' East 642.64 feet to a point in the Easterly line of said Lot 7, distant South 570.94 feet from the Point of Beginning; thence along the Easterly line of said Lot 7, North 570.94 feet to the Point of Beginning.

EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated March 8, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, formerly San Pedro, Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded April 7, 1960 as Document No. 1673, and by Deed dated March 8, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to William T. Hughes and Irvin A. Larson, as to each an undivided ½ interest, recorded April 7, 1960 as Document No. 1674, Los Angeles County Records, described as follows:

That portion of Lots 4 and 7 of Block F, Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Page 53, Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 4; thence along the Easterly lines of said Lots 4 and 7, South 0°01'30" West, 1029.13 feet; thence leaving said Easterly line, North 28°25' West, 267.44 feet to a point on a circular curve from which the center bears North 71°57' East, 562.69 feet; thence Northerly along said curve an arc distance of 67.27 feet; thence South 78°48' West, 22.00 feet; thence North 28°25' West, 21.68 feet to the beginning of a tangent curve, concave Northeasterly, having a radius of 360.60 feet; thence Northerly along said curve an arc distance of 2.89 feet; thence South 62°02'32" West, 5.00 feet to a point on a circular curve from which the center bears North 62°02'32" East, 365.60 feet; thence Northerly along said curve an arc distance of 178.40 feet; thence tangent to said curve North, 151.65 feet; thence North 50°18'40", 18.79 feet; thence North 125.00 feet; thence East 35.00 feet; thence North 253.00 feet, more or less, to a point in the North line of said Lot 4; thence Easterly along said North line 175.68 feet to the Point of Beginning.

EXCEPTING THEREFROM that certain parcel of land as conveyed by Deed dated May 10, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded June 15, 1960 as Document No. 574 and by Deed dated May 10, 1960, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to California Mushroom Farms, Inc., a California corporation recorded June 15, 1960 as Document No. 575 of Deeds, Los Angeles County Records described as follows:

Being a portion of Lots 7 and 8, Block "F", Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 7; thence along the North line of said Lot, North 89°58'30" West, 294.91 to the Southwesterly line of land described in Deed to Los Angeles & Salt Lake Railroad Company recorded in Book 6492, Page 18, of Deeds, records of said County; thence along said Southwesterly line South 27°19' East, 514.42 feet to the True Point of Beginning, said Point of Beginning being the most Southerly corner of that certain parcel of land described in Deed to Murphy Ranch recorded in Book 15108, Page 77, Official Records of said County; thence continuing along said Southwesterly line of said land of railroad company, South 27°19' East, 128.22 feet to a point in the West line of said Lot 8; thence along said West line of Lot 8, South 59.06 feet, more or less, to the Southwest corner of said Lot 8; thence along the South line of said Lot 8, South 89°58' 30" East, 54.78 feet, more or less, to the intersection of said South line with the Southeasterly prolongation of the Northeasterly line of said land of Murphy Ranch; thence along said Southeasterly prolongation, North 29°27'30" West, 206.47 feet, more or less, to the most Easterly corner of said land of Murphy Ranch; thence along the Southeasterly line of said land of Murphy Ranch, South 60°32'30" West, 13.85 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated March 23, 1937 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation and Guaranty Trust Company of New York, a New York corporation to Union Pacific Railroad Company, a Utah corporation, recorded May 29, 1937 in Book 14947, Page 366, Los Angeles County Records, described as follows:

That portion of Lot 7 in Block F of Pickering Land & Water Company Subdivision of the John M. Thomas Ranch, as per Map recorded in Book 21, Page 53, Miscellaneous Records of said County, described as follows:

COMMENCING at the Northeast corner of said Lot 7; thence along the North line of said Lot, North 89°58'30" West, 294.91 feet to the Southwest line of the land conveyed to Los Angeles & Salt Lake Railroad Company by Deed recorded in Book 6492, Page 18 of Deeds, records of said County; thence along the Southwest line of the land so conveyed by said Deed South 27°19' East, 214.21 feet to the True Point of Beginning; thence continuing along said Southwest line South 27°19' East, 300.21 feet; thence North 60°32'30" East, 13.85 feet ; thence North 29°27'30" West, 300.00 feet; thence South 60°30'32" West, 2.64 feet to the True Point of Beginning.

**PARCEL FORTY-SEVEN (V6A-2-53-1 ALSO SHOWN AS A PORTION OF V6A-S2-53-1) EASEMENT  
(APN 8140-30-32 PORTION)**

That certain easement as conveyed by Grant of Easement dated December 16, 1964 executed by William T. Hughes, et al to Los Angeles & Salt Lake Railroad Company, a Utah corporation recorded February 10, 1965 as Document No. 1050 of Deeds, Los Angeles County Records, described as follows:

A perpetual easement right of way for railroad purposes under, along and across that certain parcel of land, situate in the City of Whittier, County of Los Angeles, State of California, being that portion of Lot 7 of Block F, Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Page 53, Miscellaneous Records of said County, more particularly as described as follows:

BEGINNING at a point on the Northerly line of said Lot 7, distant thereon West 155.23 feet from the Northeast corner thereof; said Point of Beginning also being a point on a circular curve from which the center bears North 88°56'13" East, 562.69 feet; thence leaving said Northerly line and Southeasterly along said curve, an arc distance of 99.55 feet to the Easterly terminus of that certain Southerly line described in Deed to William T. Hughes and Irvin A. Larson recorded in Book D 806, Page 806, Official Records of said County, as having a

bearing and distance of South 78°48' West, 22.00 feet"; thence along said Southerly line South 78°48' West, 22.00 feet to the Westerly terminus thereof, said Westerly terminus also being a point on a circular curve from which the center bears North 78°48' East, 584.69 feet; thence Northwesterly along said curve, an arc distance of 103.85 feet to said Northerly line of said Lot 7; thence along said Northerly line, East, 22.00 feet to the Point of Beginning.

**PARCEL FORTY-EIGHT (V6A-2-53-2 ALSO SHOWN AS A PORTION OF V6A-S2-53-2)  
(APN 8140-30-34 PORTION)**

That certain easement as conveyed by Grant of Easement dated May 14, 1966 William T. Hughes, et al, to Los Angeles & Salt Lake Railroad Company, a Utah corporation, recorded June 6, 1966 as Document No. 3914 of Deeds, Los Angeles County Records, described as follows:

A perpetual easement and right of way for railroad purposes under, along and across that certain parcel of land, situate in the City of Whittier, County of Los Angeles, State of California, being a portion of Lot 4 of Block F, Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch as per map recorded in Book 21, Page 53, Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at a point on the Southerly line of said Lot 4, distant thereon, West 155.23 feet from the Southeast corner thereof, said Point of Beginning also being the Northeast corner of that certain parcel of land described in easement to Los Angeles & Salt Lake Railroad Company recorded in Book D-2794, Page 485, Official Records of said County; thence leaving said Southerly line and Northerly along a curve, concave Easterly, having a radius of 562.69 feet, a radial line to said curve bearing South 88°56'13" West an arc distance of 10.44 feet; thence tangent to said curve, North 186.56 feet to a line parallel with and distant Northerly, 197.00 feet, measured at right angles from said Southerly line of Lot 4; thence along said parallel line, West, 22.00 feet; thence leaving said parallel line, South 186.56 feet to the beginning of a tangent curve, concave Easterly, having a radius of 584.69 feet; thence Southerly along said curve an arc distance of 10.44 feet to the Northwest corner of said parcel of land described in easement to Los Angeles & Salt Lake Railroad Company; thence along the Northerly line of said easement parcel, East 22.00 feet to the Point of Beginning.

**PARCEL FORTY-NINE (V6A-2-54 ALSO SHOWN AS V6A-2-54) EASEMENT  
(APN 8140-32-011 PORTION)**

(DELETED)

**PARCEL FIFTY (V6A-2-55 ALSO SHOWN AS V6A-S2-55)  
(APN 8140-30-801 PORTION)**

That certain parcel of land as conveyed by Deed dated December 19, 1916 executed by Alfred Pascoe, et ux to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 28, 1916 in Book 6397 of Deeds, Page 186, Los Angeles County Records, described as follows:

A portion of Lot Eight (8) in Block "F" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as recorded in Book 21, Pages 53 and 54 Miscellaneous Records of said County described as follows:

BEGINNING at the Southwest corner of said Lot Eight (8) thence Easterly along the South line of said Lot Eight (8) ninety (90) feet; thence Northwesterly two hundred forty-six & 98/100 (246.98) feet to a point on the West line of said Lot Eight (8) distant two hundred thirty (230) feet Northerly from the Southwest corner thereof; thence Southerly along said West line of Lot Eight (8) two hundred thirty (230) East to the Point of Beginning.



EXCEPTING THEREFROM that parcel of land conveyed by Deed dated May 10, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded June 15, 1960 as Document No. 574 and by Deed dated May 10, 1960, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to California Mushroom Farms, Inc., a California corporation recorded June 15, 1960 as Document No. 575, Los Angeles County Records described as follows:

Being a portion of Lots 7 and 8, Block "F", Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 7; thence along the North line of said Lot, North 89°58'30" West, 294.91 to the Southwesterly line of land described in Deed to Los Angeles & Salt Lake Railroad Company recorded in Book 6492, Page 18, of Deeds, records of said County; thence along said Southwesterly line South 27°19' East, 514.42 feet to the True Point of Beginning, said Point of Beginning being the most Southerly corner of that certain parcel of land described in Deed to Murphy Ranch recorded in Book 15108, Page 77, Official Records of said County; thence continuing along said Southwesterly line of said land of railroad company, South 27°19' East, 128.22 feet to a point in the West line of said Lot 8; thence along said West line of Lot 8, South 59.06 feet, more or less, to the Southwest corner of said Lot 9; thence along the South line of said Lot, South 89°58' 30" East, 54.78 feet, more or less, to the intersection of said South line with the Southeasterly prolongation of the Northeasterly line of said land of Murphy Ranch; thence along said Southeasterly prolongation, North 29°27'30" West, 206.47 feet, more or less, to the most Easterly corner of said land of Murphy Ranch; thence along the Southeasterly line of said land of Murphy Ranch, South 60°32'30" West, 13.85 feet to the True Point of Beginning.

**PARCEL FIFTY-ONE (V6A-2-56 ALSO SHOWN AS V6A-S2-56)  
(APN NONE SHOWN)**

***PENN STREET***

**PARCEL FIFTY-TWO (V6A-2-57 ALSO SHOWN AS V6A-S2-57)  
(APN 8141-1-800 PORTION)**

That certain parcel of land as conveyed by Deed dated September 22, 1916 executed by Mina Bender, a widow to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded April 3, 1917, in Book 6457 of Deeds, Page 176, Los Angeles County Records, described as follows:

All of Lot 29 of Smith's Addition to Whittier, being a Subdivision of Lot 1, Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 34, Page 12, Miscellaneous Records of said County.

**PARCEL FIFTY-THREE (V6A-2-58 ALSO SHOWN AS V6A-S2-58)  
(APN 8141-1-800 PORTION)**

That certain parcel of land as conveyed by Deed dated October 5, 1916 executed by Cordelia G. Hankins, et vire, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6346 of Deeds, Page 316, Los Angeles County Records, described as follows:

All that portion of Lots 43 and 44 in Smith's Addition to Whittier, being a Subdivision of Lot 1, Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles,



State of California, as per map recorded in Book 34, Page 12, Miscellaneous Records of said County, lying Easterly of a line 40 feet Easterly from (measured at right angles) and parallel to the following described center line and its prolongation's of the Los Angeles & Salt Lake Railroad Company as now located across said Lot 43 and 44:

BEGINNING at a point in the South line of Lot 43, 39.38 feet Easterly from the Southwest corner thereof; thence North 9°39' West, 142.13 feet to a point on the North line of said Lot 43, 14.82 feet Easterly from the Northwest corner of said Lot 43.

**PARCEL FIFTY-FOUR (V6A-2-59 ALSO SHOWN AS V6A-S2-59)  
(APN 8141-1-801)**

**SUNNY SLOPE**

**PARCEL FIFTY-FIVE (V6A-2-60 ALSO SHOWN AS V6A-S2-60)  
(APN 8141-2-801 PORTION)**

That certain parcel of land as conveyed by Deed dated October 5, 1916 executed by Cordelia G. Hankins, et vire, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, , recorded in Book 6346 of Deeds, Page 316, Los Angeles County Records, described as follows:

All that part of Lot 2 in Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54 of Miscellaneous Records of said County, described as follows:

BEGINNING at the Northwest corner of Lot 2; thence East along the North line of said lot, 380.88 feet; thence South 165 feet; thence West parallel with the North line of said lot to the Easterly line of the County Road; thence Northwesterly along said Easterly line to beginning.

EXCEPTING therefrom, the following described portion of said part of Lot 2;

BEGINNING at the Northwest corner of said Lot 2; thence East along the North line of said lot, 260.88 feet to a point; thence Southeasterly 167.70 feet to a point on a line 165 feet Southerly from and parallel with the North line of said lot, and distant 196.88 feet from the Easterly line of the County Road, measured along said parallel line; thence Westerly along said line parallel to the North line of said lot, 196.88 feet to the Easterly line of the County Road; thence Northwesterly along said Easterly line to the Point of Beginning.

ALSO EXCEPTING THEREFROM, all that portion conveyed by Los Angeles & Salt Lake Railroad, a corporation, to the City of Whittier as described in quitclaim Deed dated May 8, 1917 (excluding mineral rights, if any, reserved by the grantor) and executed by Los Angeles & Salt Lake Railroad Company to the City of Whittier, recorded July 6, 1917, in Book 6577 of Deeds, Page 54 Los County Records described as follows:

That portion of Lot 2 in Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, described as follows:

BEGINNING at a point in the North line of said Lot 2, distant Easterly 260.88 feet from the Northwest corner of said Lot 2, said Point of Beginning being the Northwest corner of the land conveyed to said Los Angeles & Salt Lake Railroad Company by Deed recorded in Book 6346 Page 316 of Deeds; thence Easterly along the North line of said Lot 2, 77.42 feet; thence Southwesterly 76.25 feet more or less to a point in the West line of said land of Los Angeles & Salt Lake Railroad Company, distant Southerly ten feet measured at right angles from the North line of said Lot 2; thence

Northwesterly along the West line of said land of Los Angeles & Salt Lake Railroad Company 10.16 feet more or less to the Point of Beginning.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated June 15, 1948 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company (formerly San Pedro, Los Angeles & Salt Lake Railroad Company), a Utah corporation and Guaranty Trust Company of New York, a New York corporation to Union Pacific Railroad Company, a Utah corporation recorded August 2, 1948 as Document No. 1232 and by Quitclaim Deed dated June 30, 1948 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Suncheck Blinds, Inc., a corporation of the State of California, Los Angeles County Records, described as follows:

That portion of Lot 2 in Block L of the Pickering Land and Water Company's Subdivision as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, described as follows:

BEGINNING at a point on the Southerly line of said Lot 2 marked by a 2-inch iron pipe distant Easterly thereon 192.89 feet from the Southwest corner of said Lot 2; thence North 0°01'30" East, 330.18 feet to a point marked by a 2-inch iron pipe set on the Northerly line of said Lot 2 distant Easterly thereon 380.88 feet from the Northwest corner of said Lot 2; thence along said Northerly line North 89°59'10" West, 42.48 feet to the most Easterly corner of the strip of land conveyed to the City of Whittier for street purposes by Deed recorded in Book 6577, Page 54 of Deeds, records of said County; thence along the Southerly line of said strip of land South 82°28'41" West, 12.42 feet; thence South 9°27'40" East, 330.10 feet to the True Point of Beginning. Except the North 10 feet of the South 165 feet of the above described premises reserved for street or alley purposes.

**PARCEL FIFTY-SIX (V6A-2-63 ALSO SHOWN AS V6A-S2-63)  
(APN 8141-2-005)**

**(DELETED)**

**PARCEL FIFTY-SEVEN (V6A-2-64 ALSO SHOWN AS V6A-S2-64)  
(APN 8141-2-801 PORTION, 8141-2-802, 8141-18-804)**

That certain parcel of land as conveyed by Deed dated February 7, 1917 executed by Las Vegas Land & Water Company, a corporation, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 24, 1917 in Book 6417 of Deeds, Page 340, Los Angeles County Records, described as follows:

That part of Lot 2 in Block L of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California as per map recorded in Book 21 Pages 53 and 54 Miscellaneous Records of said County, described as follows:

BEGINNING at a point in the South line of said Lot 2 distant Easterly 132.89 feet from the Southwest corner thereof; thence East along said South line 60 feet to the Southeast corner of the land in said Lot 2, conveyed to the grantor herein by Deed recorded in Book 6365 Page 240 of Deeds; thence North 165 feet to the Northeast corner of said land of grantor; thence West along a line parallel to the North line of said Lot 2, 90 feet; thence Southeasterly 136.7 feet more or less to the Point of Beginning.

EXCEPT the North 10 feet thereof reserved for alley or street purpose.

ALSO that part of Lot 3, Block L of said Subdivision described as follows:

BEGINNING at a point in the North line of said Lot 3, distant Easterly 132.89 feet from the Northwesterly corner thereof; thence East along said North line 90 feet; thence Southeasterly 345.35 feet more or less to a point in the South line of said lot distant Easterly 136.91 feet from the Southwest corner thereof, being also the Southeast corner of the land in said Lot 3 conveyed to the grantor herein by Deed recorded in Book 6365 Page 240 of Deeds; thence Westerly along said South line 90 feet; thence Northwesterly 345.35 feet more or less to the Point of Beginning.

EXCEPTING THEREFROM the above parcels all that portion as conveyed by Deed dated January 25, 1962 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded February 21, 1962 as Document No. 1119 and Deed dated January 25, 1958, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man recorded February 21, 1962 as Document No 1120 Los Angeles County Records described as follows:

That portion of Lot 3, Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per map recorded in Book 21, Pages 53 and 54 of Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at a point in the North line of said Lot 3, distant Easterly thereon, 132.89 feet from the Northwest corner of said Lot 3, said point also being distant westerly thereon, 60.00 feet from the Northwest corner of that certain parcel of land conveyed to Norman M. palmer and Mary E. Palmer by Deed recorded in Book 55958, Page 134 of Official Records of said county; thence South  $17^{\circ}11'03''$  East, 92.33 feet to the True Point of Beginning, said True Point of Beginning being the most Northerly corner of that certain parcel of land described in Deed to Richard Pohland Stemmler, recorded in Book D-21, Page 218, Official Records of said County; thence along the Easterly line of said Stemmler land, South  $17^{\circ}11'03''$  East 253.02 feet to the Southeast corner thereof, said Southeast corner also being a point on the South line of said Lot 3, distant East thereon, 49.31 feet from the Southwest corner of said Lot 3; thence East along said South line of Lot 3, 23.77 feet; thence North  $22^{\circ}10'33''$  West 261.03 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated June 14, 1948 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company (formerly San Pedro, Los Angeles & Salt Lake Railroad Company), a Utah corporation and Guaranty Trust Company of New York, a New York corporation to Union Pacific Railroad Company, a Utah corporation recorded August 2, 1948 as Document No. 1232 and by Quitclaim Deed dated June 30, 1948 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Suncheck Blinds, Inc., a corporation of the State of California, recorded August 2, 1949 as Document No. 1233, Los Angeles County Records, described as follows:

That portion of Lot 2 in Block L of the Pickering Land and Water Company's Subdivision as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, described as follows:

BEGINNING at a point on the Southerly line of said Lot 2 marked by a 2-inch iron pipe distant Easterly thereon 192.89 feet from the Southwest corner of said Lot 2; thence North  $0^{\circ}01'30''$  East, 330.18 feet to a point marked by a 2-inch iron pipe set on the Northerly line of said Lot 2 distant Easterly thereon 380.88 feet from the Northwest corner of said Lot 2; thence along said Northerly line North  $89^{\circ}59'10''$  West, 42.48 feet to the most Easterly corner of the strip of land conveyed to the City of Whittier for street purposes by Deed recorded in Book 6577, Page 54 of Deeds, records of said County; thence along the Southerly line of said strip of land South  $82^{\circ}28'41''$  West, 12.42 feet; thence South  $9^{\circ}27'40''$  East, 330.10 feet to the True Point of Beginning. Except the North 10 feet of the South 165 feet of the above described premises reserved for street or alley purposes.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated August 31, 1957 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded October 29, 1957 as Document No. 824 and by Deed dated

August 31, 1957 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Norman M. Palmer and Mary Palmer, husband and wife, recorded October 29, 1957 as Document No. 825, Los Angeles County Records, described as follows:

That portion of Lot 3 of Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per map recorded in Book 21, on Pages 53 and 54, of Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at a point in the North line of said Lot 3, distant Easterly thereon 192.89 feet from the Northwest corner of said Lot 3; thence Easterly along said North line a distance of 131.80 feet to the Northwest corner of the land conveyed to Levi R. Kelsey by Deed recorded in Book 1146, on Page 169 of Deeds, records of said County; thence South 330.00 feet to a point in the South line of said Lot 3, distant Easterly thereon 136.91 feet from the Southwest corner of said Lot 3; thence Westerly along said South line 30.00 feet; thence Northwesterly 345.35 feet to the Point of Beginning.

**PARCEL FIFTY-EIGHT (V6A-2-65 ALSO SHOWN AS V6A-S2-65)  
(APN 8141-18-003 PORTION)**

**(DELETED)**

**PARCEL FIFTY-NINE (V6A-2-66 ALSO SHOWN AS V6A-S2-66)  
(APN 8141-2-803)**

That certain parcel of land as conveyed by Deed dated August 16, 1923 executed by Las Vegas Land & Water Company, a corporation, to Los Angeles & Salt Lake Railroad Company, a corporation, recorded August 27, 1923, in Book 2708 of Deeds, Page 131, Los Angeles County Records, described as follows:

That portion of Lots 2 and 3 of Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, described as follows:

BEGINNING at the Southwest corner of said Lot 3; thence Northwesterly along the West line of said Lots 3 and 2, 504.35 feet to the Southwest corner of the land in said Lot 2 conveyed to the Whittier Walnut Growers' Association by Deed recorded in Book 6698, Page 93 of Deeds; thence East along the South line of said land so conveyed 161.09 feet; thence Southeasterly 458.61 feet, more or less, to a point in the South line of said Lot 3 distant East 46.91 feet from the Southwest corner of said Lot 3; thence West 46.91 feet to the Point of Beginning.

EXCEPTING THEREFROM that parcel of land as conveyed by Deed, dated January 21, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded February 24, 1958 as Document No. 280 and by Deed dated January 21, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man recorded February 24, 1958 as Document No. 281, Los Angeles County Records, described as follows:

That portion of Lot 3, Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per Map recorded in Book 21, Pages 53 and 54 of Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at a point in the North line of said Lot 3, distant Easterly thereon, 132.89 feet from the Northwest corner of said Lot 3, said point also begin distant Westerly thereon, 60.00 feet from the Northwest corner of that certain parcel of land conveyed to Norman M. Palmer and Mary E. Palmer by Deed recorded in Book 55958, Page 134 of Official Records

of said County; thence South 17°11'03" East, 92.33 feet to the True Point of Beginning; thence continuing South 17°11'03" East, 253.02 feet to a point in the South line of said Lot 3, distant Easterly thereon, 49.31 feet from the Southwest corner of said Lot 3; thence West along said South line, 49.31 feet to said Southwest corner; thence along the Southwesterly line of said Lot 3, North 29°40'30" West, 215.13 feet; thence leaving said Southwesterly line, North 15°19'30" East, 20.67 feet to a point on a circular curve, from which the center bears South 27°39'56" East, 823.00 feet; thence Northeasterly along said curve, an arc distance of 83.29 feet to the True Point of Beginning

ALSO EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated April 29, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded May 6, 1958 as Document No. 3386, Los Angeles County Records, and by Deed dated April 29, 1958, executed by Union Pacific Railroad Company, a Utah corporation to the City of Whittier, a municipal corporation recorded May 15, 1958 as Document No. 1082, Los Angeles County Records, described as follows:

That portion of Lot 3, Block "L" of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Pages 53 and 54, of Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at a point in the North line of said Lot 3, distant East thereon 132.89 feet from the Northwest corner of said Lot 3, said point also being distant West thereon 60.00 feet from the Northwest corner of that certain parcel of land conveyed to Norman M. Palmer and Mary E. Palmer by Deed recorded in Book 55958, Page 134, of Official Records of said County; thence South 17°11'03" East, 38.16 feet to the True Point of Beginning, said Point of Beginning being a point on a circular curve from which the center bears South 21°34'39" East, 877.00 feet; thence Southwesterly along said curve an arc distance of 94.33 feet; thence North 74°40'30" West, 21.75 feet to a point in the Southwesterly line of said Lot 3; thence along said Southwesterly line, South 29°40'30" East, 84.00 feet to the most Westerly corner of that certain parcel of land conveyed to Richard Pohland Stemmler by Deed recorded in Book D-21, Page 218, of Official Records of said County; thence leaving said Southwesterly line and along the Northwesterly and Northerly lines of said parcel of land conveyed to Richard Pohland Stemmler North 15°19'30" East, 20.67 feet to a point in a circular curve from which the center bears South 27°39'56" East, 823.00 feet; thence Northeasterly along said curve an arc distance of 83.29 feet to the most Northeasterly corner of said parcel of land conveyed to Richard Pohland Stemmler; thence North 17°11'03" West, 54.17 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated October 29, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded December 1, 1959 as Document No. 568 and by Deed dated October 29, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man recorded December 1, 1959 as Document No. 569 of Deeds, Los Angeles County Records, described as follows:

That portion of Lot 3, Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at the point of intersection of the Southwesterly line of said Lot 3 with a line parallel with and distant South 40.0 feet, measured at right angles from the North line of said Lot 3; thence East along said parallel line 114.06 feet, more or less, to a point in a Northerly line of that certain parcel of land conveyed to City of Whittier by Deed recorded in Book D-100, Page 803, Official Records of said County, said point being a point on a curve, concave Southeasterly and having a radius of 877.00 feet; thence along said Northerly line and Southwesterly along said curve an arc distance of 84.82 feet; thence North 74°40'30" West, 21.75 feet to the most Westerly corner of said parcel of land conveyed to City of Whittier,

said corner being a point on said Southwesterly line of Lot 3; thence along said Southwesterly line of Lot 3 to the Point of Beginning.

**PARCEL SIXTY (V6A-2-67 ALSO SHOWN AS V6A-S2-67)  
(APN 8141-2-801 PORTION)**

That certain parcel of land as conveyed by Deed dated March 6, 1919 executed by Las Vegas Land & Water Company, a corporation, to Los Angeles & Salt Lake Railroad Company, a corporation, recorded March 11, 1919, in Book 6750 of Deeds, Page 302, Los Angeles County Records, described as follows:

That portion of Lot 2, in Block "L", of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, described as follows:

That portion of said Lot 2, Block L bounded and described as follows:

BEGINNING at a point on the Southerly line of said Lot 2, said Point being 132.88 feet Easterly from the Southwesterly corner of said Lot 2; thence, Northwesterly along the Westerly line of that certain parcel of land conveyed to the Los Angeles & Salt Lake Railroad Company, by Deed recorded in Book 6417, Page 240 of Deeds, records of Los Angeles County, a distance 110.03 feet to the more or less to the Southeasterly corner of that parcel of land conveyed to Whittier Walnut Growers Association by Deed recorded in Book 6698, Page 93, of Deeds, records of said County; thence, Westerly, along the Southerly line of said last mentioned parcel of land, a distance 13.75 feet; thence, Southeasterly, a distance of 113.27 feet more or less to the Point of Beginning

**PARCEL SIXTY-ONE (V6A-2-69 ALSO SHOWN AS V6A-S2-69)  
(APN 8141-18-803 PORTION)**

That certain parcel of land as conveyed by Deed dated October 4, 1916 executed by W. P. Mundt, et ux , to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 14, 1916 in Book 6307 of Deeds, Page 281, Los Angeles County Records, described as follows:

All of the following described portion of Lot 4 in Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County:

BEGINNING at the Northwest corner of Lot 4; thence Easterly along the North line of said Lot 4, 136.91 feet to a point; thence Southeasterly across said Lot 4, 359.31 feet more or less to a point on the South line thereof, 92.07 feet Easterly from the Southwest corner of said Lot 4; thence Westerly along said South line 92.07 feet Easterly from the Southwest corner of said Lot 4; thence Westerly along said South line 92.07 feet to the Southwest corner of said Lot 4; thence Northwesterly along the West line of said Lot 4, 379.8 feet to the Point of Beginning.

Also all that portion of the North 70 feet (measured at right angles with the North line of Lot) of Lot 5 in Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, lying Westerly of a line 80.00 feet Easterly from, measured at right angles to the West line of said Lot, and parallel to the said West line of Lot 5.

EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated June 30, 1961 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded July 25, 1961 as Document No. 182 and by Deed dated June 30, 1961 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah



corporation to Stephen Lee Palmer and Virginia Carolyn Palmer, husband and wife recorded July 25, 1961 as Document No. 183, Los Angeles County Records, described as follows:

That portion of Lots 4 and 5, Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per Map recorded in Book 21, Pages 53 and 54 of Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at a point in the Southwesterly line of said Lot 4, distant Southeasterly thereon 25.0 feet from the Northwest corner of said Lot 4; thence East, parallel with the North line of said Lot 4, a distance of 69.56 feet to a point in a circular curve from which the center bears North 69°43'35" East, 2879.93 feet; thence Southeasterly along said curve an arc distance of 385.64 feet; thence West, parallel with the North line of said Lot 5, a distance of 26.55 feet to a point in the Southwesterly line of said Lot 5, distant Southeasterly thereon 50.0 feet from the Northwest corner of said Lot 5; thence along the Southwesterly lines of said Lots 4 and 5, North 29°40'30" West, 404.81 feet, more or less, to the Point of Beginning.

**PARCEL SIXTY-TWO (V6A-2-70 ALSO SHOWN AS V6A-S2-70)  
(APN 8141-18-803 PORTION)**

That certain parcel of land as conveyed by Deed dated October 17, 1916 executed by Dellimer N. Rogers, et ux to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6369 of Deeds, Page 126, Los Angeles County Records, described as follows:

All that portion of Lot 5 in Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, except the South 12 feet and the North 70 feet thereof, lying Southwesterly of a line 80 feet Northeasterly from, (measured at right angles to) and parallel with the Easterly line of the County Road.

**PARCEL SIXTY-THREE (V6A-3-71)  
(APN 8141-19-800)**

That certain parcel of land as conveyed by Final Order of Condemnation dated October 18, 1917 executed by Superior Court of the State of California to Los Angeles & Salt Lake Railroad Company, a corporation, recorded October 18, 1917, in Book 6471 of Deeds, Page 337, Los Angeles County Records, described as follows:

That portion of Lot 6, and the South 12 feet of Lot 5, in Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, lying Westerly of a line 80 feet Easterly from, measured at right angles to, the Westerly line of said Lots 5 and 6.

**PARCEL SIXTY-FOUR (V6A-3-72)  
(APN NONE SHOWN)**

**PICKERING AVENUE**

**PARCEL SIXTY-FIVE (V6A-3-73)  
(APN 8141-21-800 PORTION)**

That certain parcel of land as conveyed by Final Order of Condemnation dated August 15, 1917 executed by the Superior Court of the State of California to Los Angeles & Salt Lake Railroad Company, a corporation, recorded August 15, 1917 in Book 6525 of Deeds, Page 321, Los Angeles County Records, described as follows:

That certain part of portion of Lot Nine (9) of Block "K" of the Pickering Land & Water Company's Subdivision in the City of Whittier, in the County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County of Los Angeles,

EXCEPT that portion of Lot 9 conveyed to O.J. Sheuermann by Deed recorded in Book 2606, Page 167 of Deeds, which part or portion of said Lot 9 is particularly described as follows:

BEGINNING at a point in the West line of said Lot 9 distant South 159.79 feet from the Northwest corner of said Lot 9, said Point of Beginning being the most Southerly corner of said land; thence North 72°48' East along the Southerly line of said land, 60.64 feet, more or less, to a point distant Northeasterly 80 feet measured at right angles from the Southeasterly prolongation of the Westerly line of Lot 6 of Block "L" of said Subdivision; thence North 29°40' West along a line parallel with said last mentioned line 117.04 feet to a point in the West line of said Lot 9; thence South along the West line of said Lot 9, 119.63 feet to the Point of Beginning.

**PARCEL SIXTY-SIX (V6A-3-74)**  
**(APN 8141-21-800 PORTION)**

That certain parcel of land as conveyed by Deed dated April 14, 1917 executed by Kasper Scheuermann, et ux to Los Angeles & Salt Lake Railroad Company, a corporation a corporation of the State of Utah, recorded May 23, 1917, in Book 6431 of Deeds, Page 321, Los Angeles County Records, described as follows:

That portion of the parcel of land conveyed to Kasper Scheuerman by Deed recorded in Book 2606, Page 167 of Deeds, in Lot 9 of Block K, of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angels, State of California as per map recorded in Book 21, Page 53 and 54, Miscellaneous Records of said County, described as follows:

BEGINNING at a point in the West line of said Lot 9, distant South 159.79 feet from the Northwest corner of said Lot 9, said Point of Beginning being the most Southerly corner of the parcel of land in said Lot 9, conveyed to Lindley M. Green by Deed recorded in Book 3065, Page 87 of Deeds; thence North 72°48' East along the Southerly line of said land of Green 60.64 feet more or less to a point distant Northeasterly 80 feet, measured at right angles, from the Southeasterly prolongation of the Westerly line of Lot 6 of Block "L" of said subdivision; thence South 29°40' East along a line parallel with said last mentioned line 182.00 feet, more or less, to a point in the South line of Said Lot 9, distant West 526.97 feet more or less from the Southeast corner of said Lot 9; thence West along said South line 51.01 feet; thence North 55°46' West 81.10 feet; thence North 29°40' West 60.51 feet to a point in the West line of said Lot 9; thence North along said West line 42 feet to the Point of Beginning.

**PARCEL SIXTY-SEVEN (V6A-3-75)**  
**(APN NONE SHOWN)**

**WHITTIER BOULEVARD**

**PARCEL SIXTY-EIGHT (V6A-3-76)**  
**(APN 8165-10-803 PORTION, 8165-10-800 PORTION)**

That certain parcel of land as conveyed by Deed dated December 15, 1916 executed by Alfredo Scotti, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 16, 1916, in Book 6404 of Deeds, Page 105, Los Angeles County Records, described as follows:

That portion of Lot 1 of the Resurvey of the Gunn & Hazzard's Plat of Cullen Tract, in the County of Los, Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, and of the strip of land



That certain parcel of land as conveyed by Final Order of Condemnation dated August 15, 1917 executed by the Superior Court of the State of California to Los Angeles & Salt Lake Railroad Company, a corporation recorded August 15, 1917 in Book 6580 of Deeds, Page 234, Los Angeles County Records described as follows:

A strip of land one hundred (100) feet in width through a portion of Lot One (1) of the Resurvey of Gunn & Hazzard's Plat of the Cullen Tract in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, being fifty (50) feet on each side of, measured at right angles from, the following described center line and the prolongation thereof, to-wit:

BEGINNING at point in a line parallel to and distant Southeasterly 9.212 chains, measured along the Southwesterly line of said Lot One (1) from the Northwesterly line of said Lot One (1) and the prolongation thereof, said Point of Beginning being distant Southwesterly 379.27 feet measured along said parallel line from the center line of the Los Angeles and Santa Ana Road; thence South 20°38' East 1099.29 feet, more or less, to a point in the Southeasterly line of said Lot One (1) distant Southwesterly 1,018.0 feet measured along the Southeasterly line of said Lot One (1) and the prolongation thereof from the center line of the Los Angeles and Santa Ana Road.

**PARCEL SEVENTY-ONE (V6A-3-79)**  
**(APN None Shown)**

***GREENLEAF ROAD***

**PARCEL SEVENTY-TWO (V6A-3-80)**  
**(APN 8165-20-800, 8165-20-801 AND 8165-20-804)**

That certain parcel of land as conveyed by Deed dated March 17, 1917 executed by Ezekiel M. Smith, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the state of Utah, recorded April 2, 1917, in Book 6386 of Deeds, Page 270, Los Angeles County Records described as follows:

A strip of land 60 feet in width, extending from the Northwesterly line to the Southwesterly line of those portions of Lots 9 and 10 of the Resurvey of Gunn and Hazzard's Plat of the Cullen Tract, in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, conveyed to the grantors herein by Deed recorded in Book 6339, Page 536 of Deeds, lying 30 feet on each side of the following described center line, and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

Beginning at a point in the Northwest line of Lot 10 of said Resurvey distant Northeasterly 1226.6 feet from the most Westerly corner of Lot 9 of said Resurvey; thence South 20°38' East 793.11 feet more or less to a point in the Southwesterly line of said land of Grantor, distant Northwesterly 64.89 feet, more or less, from the most Southerly corner of said land.

EXCEPTING therefrom the Northwesterly 20 feet thereof and the 30 foot road on the line between said Lots 9 and 10, for road purposes.

**PARCEL SEVENTY-THREE (V6A-3-81)**  
**(APN 8165-20-802)**

That certain parcel of land as conveyed by Deed dated March 9, 1917 executed by Chris H. Ehrich, et al, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded in Book 6468 of Deeds, Page 88, Los Angeles County Records described as follows:

That portion of the parcel of land conveyed to Chris H. Ehrich by Deed recorded in Book 5772, Page 167 of Deeds, in Lot 9 of the Resurvey of Gunn and Hazzard's Plat of the Cullen Tract in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64 Miscellaneous Records of said County, lying Northeasterly of a line distant Southwesterly 30 feet measured at right angles from the Following described center line and the prolongation thereof of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Northwest line of Lot 10 of said Resurvey, distant Northeasterly 1226.6 feet from the most Westerly corner of said Lot 9; thence South 20°38' East 793.11 feet more or less to a point in the Northeasterly line of said land of Chris H. Ehrich distant Northwesterly 64.89 feet more or less from the most Easterly corner of said land; thence continuing South 20°38' East 74.25 feet more or less to a point in the Southeasterly line of said land of Ehrich distant Southwesterly 36.79 feet more or less from the most Easterly corner of said last mentioned land.

**PARCEL SEVENTY-FOUR (V6A-3-82)  
(APN 8165-32-800 PORTION)**

That certain parcel of land as conveyed by Deed dated August 10, 1917 executed by Viola L. Musick, a widow to Los Angeles & Salt Lake Railroad Company, a Utah corporation, recorded August 21, 1917, in Book 6532 of Deeds, Page 179, Los Angeles County Records described as follows:

A strip of land 60 feet in width through a portion of Lot 9 of Gunn & Hazzard's Plat of the Cullen Tract, being a part of the Collina Tract of the Santa Gertrudes Grant, in the County of Los Angeles, State of California, as per map recorded in Book 34 Page 64 Miscellaneous Records of said County, said strip of land being 30 feet on each side of the following described center line and the prolongation thereof, of Los Angeles & Salt Lake Railroad to-wit:

BEGINNING at a point in a line which is parallel with and distant Northeasterly 582 feet, measured along the Southeasterly line of said Lot 9 from the Southwesterly line of said Lot, said Point of Beginning being distant Northwesterly 431.31 feet, measured along said parallel line, from the Southeasterly line of said Lot 9; thence North 20°38' West 433.45 feet, more or less, to a point in a line which is parallel with and distant Northwesterly 810.48 feet, measured along the Northeasterly line of said Lot, from the Southeasterly line of said Lot, said last mentioned point being distant Southwesterly 322.56 feet measured along said last mentioned parallel line from the Northeasterly line of said Lot 9.

**PARCEL SEVENTY-FIVE (V6A-3-83)  
(APN 8165-32-800 PORTION)**

That certain parcel of land as conveyed by Deed dated November 20, 1917 executed by A.P. Grider, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 6, 1917, in Book 6604 of Deeds, Page 37, Los Angeles County Records described as follows:

A strip of land 60 feet in width, through a portion of Lot 9 of Gunn & Hazzard's plat of the Cullen Tract, being a part of the Colima Tract of the Santa Gertrudes Grant, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, said strip of land being 30 feet on each side of the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southeasterly line of said Lot 9, distant Northeasterly 344.54 feet from the most Southerly corner of said Lot 9, said Point of Beginning being also a point in a curve, the center of the circle of which said curve is an arc bearing North 65°33'40" East, 2864.93 feet; thence Northwesterly along said curve, 190.3 feet thence North 20°38' West along a tangent to said curve, 300.29 feet, more or less, to a point in a line parallel with and distant Northeasterly,

582 feet, measured along the Southeasterly line of said Lot 9 from the Southwesterly line of said Lot 9; said last mention point being distant Northwesterly 431.31 feet, measured along said parallel line, from the Southeasterly line of said Lot 9.

**PARCEL SEVENTY-SIX (V6A-3-84)**  
**(APN NONE SHOWN)**

***PAINTER ROAD***

**PARCEL SEVENTY-SEVEN (V6A-3-85)**  
**(APN 8164-15-801, 8164-15-803)**

That certain parcel of land as conveyed by Deed dated January 4, 1917 executed by James W. Ditzler, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded January 12, 1917, in Book 6426 of Deeds, Page 66, Los Angeles County Records described as follows:

A strip of land 60 feet in width through that portion of Lot 12 of the Resurvey of Gunn & Hazzard's Plat of the Cullen Tract in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County; conveyed to the grantors herein by Deed recorded in Book 5761, Page 295 of Deeds, being 30 feet on each side of the following described center line and its prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Northwesterly line of said Lot 12, distant Northeasterly 344.54 feet from the most Westerly corner thereof; thence Southeasterly along a curve concave to the Northeast and having a radius of 2864.93 feet a distance of 453.60 feet to a point in the Northwesterly line of the land conveyed to Martha J. McFadden by Deed recorded in Book 2245, Page 111 of Deeds distant Northeasterly 180.85 feet measured along said Northwesterly line from the Southwesterly line of said Lot 12.

**PARCEL SEVENTY-EIGHT (V6A-3-86)**  
**(APN 8165-15-802, 8164-15-803)**

That certain parcel of land as conveyed by Deed dated December 26, 1917 executed by John Moholem McFadden, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation organized and existing under the laws of the State of Utah, recorded January 31, 1918 in Volume A of Official Records, Pages 3703 & 3704, Los Angeles County Records described as follows:

A strip of land sixty (60) feet in width through a portion of Lot Twelve (12) of the Resurvey of Gunn & Hazzard's Plat of the Cullen Tract, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, being thirty (30) feet on each side of the following described center line and the prolongation thereof of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southeasterly line of said Lot Twelve (12), distant North 39°41' East 60.8 feet from the most Southerly corner of said Lot Twelve (12); thence North 50°57' West, 96.3 feet to the Point of Beginning of a curve concave to the Northeast and having a radius of 2864.93 feet; thence Northwesterly along said curve 852.90 feet, more or less, to a point in the Northwesterly line of the land conveyed to Martha J. McFadden by Deed recorded in Book 2245, Page 111, of Deeds, Records of said County, distant North 39°41' East, 181.36 feet, measured along said Northwesterly line from the Southwesterly line of said Lot Twelve(12).

**PARCEL SEVENTY-NINE (V6A-3-87)**  
**(APN NONE SHOWN)**

***BARTON AVENUE (NOW KNOWN AS LAUREL AVENUE)***

**PARCEL EIGHTY (V6A-3-88)**  
**(APN 816-33-800 PORTION)**

That certain parcel of land as conveyed by Deed dated June 25, 1917 executed by Miandia B. Stubbs, et vire, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded July 16, 1917 in Book 6504 of Deeds, Page 231, Los Angeles County Records described as follows:

That portion of Lot 2 of the Subdivision of Lot 19 of Gunn & Hazzard's Plat of the Cullen Tract, in the County of Los Angeles, State of California, as per map recorded in Book 42, Page 28 Miscellaneous Records of said County, lying Southwesterly of a line distant Northeasterly 25 feet, measured at right angles from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to wit;

BEGINNING at a point in the Northwesterly line of said Lot 2 distant Northeasterly 60.8 feet from the most Westerly corner of said Lot 2; thence South 50°31' East 1144.90 feet, more or less, to a point in the Southeasterly line of said Lot 2, distant Northeasterly 67.02 feet from the most Southerly corner of said Lot 2.

EXCEPTING therefrom the Northwesterly 20 feet and the Southwesterly 15 feet thereof, for road purposes.

Also that portion of the parcel of land conveyed to the grantors herein by Deed recorded in Book 6375 Page 315 of Deeds, Records of Los Angeles County, California, in Lot 3, of Chawner's Subdivision of Lot 3 of the Subdivision of Lot 19 of Gunn & Hazzard's Plat of the Cullen Tract in the County of Los Angeles, State of California, as per map recorded in Book 52, Page 61, Miscellaneous Records of said County, lying Southwesterly of a line distant Northeasterly 25 feet, measured at right angles, from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Northwesterly line of said Lot 3, distant Northeasterly 52.02 feet from the Southwest corner of said Lot 3, said Southwest corner being a point in the Northeasterly line of the road shown on the Southwesterly line of said Lot 3, on the above mentioned map; thence South 50°31' East 72.02 feet, more or less to a point in the Easterly line of said parcel of land conveyed to the grantors herein, distant Northeasterly 59.51 feet from the most Southerly corner of said parcel of land.

**PARCEL EIGHTY-ONE (V6A-3-89)**  
**(APN 8163-33-800 portion)**

That certain parcel of land as conveyed by Deed dated November 20, 1917 executed by W.H. Francis, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 11, 1917, in Book 6590 of Deeds, Page 196, Los Angeles County Records described as follows:

That portion of Lot 3 of Chawner's Subdivision of Lot 3 of a Subdivision of Lot 19, of Gunn & Hazzard's Plat of the Cullen Tract, in the County of Los Angeles, State of California, as per map recorded in Book 52, Page 61, Miscellaneous Records of said County, lying Easterly of the parcel of land in said Lot 3, conveyed to H.F. Stubbs et al, by Deed recorded in Book 6375 Page 315 of Deeds, records of said County, and Southwesterly of a line distant Northeasterly 25 feet, measured at right angles, from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Easterly line of said parcel of land conveyed to H.F. Stubbs, et al, distant Northeasterly 76.67 feet, measured along said Easterly line and the prolongation thereof from the center line of the road adjoining said Lot 3 on the Southwest; thence South 50°31' East, 273.98 feet more or less to a point in the Southeasterly line of said Lot 3, distant Northeasterly 69.25 feet, measured along the Southeasterly line of said Lot 3, and the prolongation thereof, from the center line of the road adjoining said Lot 3 on the Southwest.

**PARCEL EIGHTY-TWO (V6A-3-90)**  
**(APN 8163-33-800 PORTION)**

That certain parcel of land as conveyed by Deed dated December 5, 1917 executed by Joseph Weber, unmarried, to Los Angeles & Salt Lake Railroad Company, a corporation of the state of Utah, recorded December 11, 1917 in Book 6593 of Deeds, Page 172, Los Angeles County Records described as follows:

That portion of Lot 2 of Chawner's Subdivision of Lot 3 of a Subdivision of Lot 19 of Gunn & Hazzard's Subdivision of part of the Colima Tract of the Santa Gertrudes Grant, in the County of Los Angeles, State of California, as per map recorded in Book 52, Page 61 Miscellaneous Records of said County, lying Southwesterly of a line distant Northeasterly 25 feet, measured at right angles from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Northwesterly line of said Lot 2 distant Northeasterly 69.25 feet, measured along said Northwesterly line and the prolongation thereof, from the center line of the road adjoining said Lot on the Southwest; thence South 50°31' East 345.88 feet more or less to a point in the Southeasterly line of said Lot 2, distant Northeasterly 72 feet, measured along the Southeasterly line of said Lot and the prolongation thereof, from the center line of the road adjoining said Lot on the Southwest.

**PARCEL EIGHTY-THREE (V6A-3-91)**  
**(APN 8163-33-800 PORTION)**

That certain parcel of land as conveyed by Deed dated April 16, 1917 executed by Benjamin Byers, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded April 25, 1917 in Book 6459 of Deeds, Page 148, Los Angeles County Records described as follows:

That portion of Lot 1 of Chawner's Subdivision of Lot 3 of the Subdivision of Lot 19 of Gunn & Hazzard's Plat of the Cullen Tract, in the County of Los Angeles, State of California, as per map recorded in Book 52, Page 61, Miscellaneous Records of said County lying Southwesterly of a line distant Northeasterly 25 measured at right angles from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southeasterly line of said Lot 1, being the Northwesterly line of the road shown on the Southeasterly line of said Lot 1 on the above mentioned map, distant Northeasterly 59.65 feet from the most Southerly corner of said Lot 1, said corner being the point of intersection of the Northwesterly line of the road shown on the Southeasterly line of said Lot, with the Northeasterly line of the road shown on the Southwesterly line of said Lot, on the above mentioned map; thence North 50°31' West 330.69 feet, more or less, to a point in the Northwest line of said Lot 1, distant Northeasterly 56.74 feet from the most Westerly corner of said Lot 1, said Westerly corner being the point of intersection of the Northwesterly line of said Lot 1, with the Northeasterly line of the road shown on the Southwesterly line of said Lot 1 on the mentioned Map.

RESERVING THEREFROM the Southeasterly 5 feet, more or less thereof, for road purposes, as conveyed to the County of Los Angeles, by Deed recorded in Book 6112, Page 120 of Deeds.

**PARCEL EIGHTY-FOUR (V6A-3-92)**  
**(APN NONE SHOWN)**

**WALNUT WAY (NOW KNOWN AS CALMADA AVENUE)**

**PARCEL EIGHTY-FIVE (V6A-4-93)**  
**(APN 8162-24-801)**

That certain parcel of land as conveyed by Deed dated March 21, 1917 executed by George L. Augustine, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded March 30, 1917 in Book 6442 of Deeds, Page 298, Los Angeles County Records described as follows:

That portion of the parcel of land conveyed to George L. Augustine, one of the grantors herein, by Deed recorded in Book 5478, Page 36 of Deeds, records of Los Angeles County, State of California, in Lot 5 of Maxon's Subdivision of Gunn & Hazzard's Subdivision of the Colima Tract, in said County and State, as per map recorded in Book 42, Page 37, Miscellaneous Records of said County, lying Southwesterly of the following described line, to-wit:

BEGINNING at a point in the Northwest line of said Lot 5, distant Northeasterly 89.75 feet from the intersection of said Northwest line prolonged Southwesterly with the center line of the road adjoining the Southwesterly line of Lot 1 of Chawner's Subdivision of Lot 3, of a Subdivision of Lot 19 of Gunn & Hazzard's Plat of Cullen Tract, as per map recorded in Book 52, Page 61, Miscellaneous Records of said County; thence South 50°23'25" East, 1121.48 feet more or less, to a point in the Southeast line of said Lot 5 distant Northeasterly 102.08 feet measured along the prolongation of the Southeast line of said Lot 5 from the Southwesterly line of Lot 3 of the Resurvey of Gunn's Plat of the Blaisdell Tract, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County.

EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated January 30, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded February 10, 1958 as Document No. 3912 of Deeds, Los Angeles County Records, described as follows:

All that portion of Lot 5, Maxsons' Subdivision of Gunn & Hazards Subdivision of the Colima Tract, as per map recorded in Book 42, Page 37 Miscellaneous Records of said County and all that portion of Lot 3 of Resurvey and Gunn's Plat of the Blaisdell Tract as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, described as a whole as lying Southwesterly of a line parallel with and 17.00 feet, Southwesterly measured at right angles from the following described line:

BEGINNING at a point in the Northwesterly line of said Lot 5, distant Northeasterly along said Northwesterly line and its Southwesterly prolongation, 75.32 feet from a 2 1/2 inch brass cap set in concrete at the intersection of said Southwesterly prolongation of the Northwesterly line of said Lot 5 with the centerline of Lambert Road, 30 feet wide, as said road is shown on Map of Tract No. 16278, recorded in Book 385, Page 33 of Maps, records of said County; thence Southeasterly 1119.3 feet, more or less, to a point in the Southeasterly line of said Lot 5, distant Northeasterly along said Southeasterly line and its Southwesterly prolongation 80.92 feet from the intersection of said Southwesterly prolongation of the Southeasterly line of said Lot 5 with the centerline of said Lambert Road, 30 feet wide; thence continuing Southeasterly 583.9 feet, more or less, to a point in the Southeasterly line of said Lot 3, distant Northeasterly thereon 84.10 feet from a 2 1/2 inch brass cap set in concrete at the most Southerly corner of said Lot 3.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated January 30, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to West Shore Company, a California corporation recorded February 24, 1958 as Document No. 3726, Los Angeles County Records, described as follows:

That portion of Lot 5, Maxsons' Subdivision of Gunn & Hazzard's Subdivision of the Colima Tract, as per map recorded in Book 42, Page 37, Miscellaneous Records of said County and all that portion of Lot 3 of Resurvey of Gunn's Plat of the Blaisdell Tract as per map recorded in Book 34, Page 64, Miscellaneous Records of said County described as a whole as lying Southeasterly of the Northeasterly prolongation of the Southeasterly line of Tract No. 19221 as per map recorded in Book 483, Page 9 of Maps, records of said County and lying Southwesterly of a line parallel with and 17.00 feet Southwesterly, measured at right angles from the following

BEGINNING at a point in the Northwestern line of said Lot 5, distant Northeasterly along said Northwestern line and its Southwesterly prolongation, 75.32 feet from a 2 ½ inch brass cap set in concrete at the intersection of said Southwesterly prolongation of the Northwestern line of said Lot 5 with the centerline of Lambert Road, 30 feet wide, as said road is shown on Map of Tract No. 16278, recorded in Book 385, Page 33 of Maps, records of said County; thence Southeasterly 1119.3 feet, more or less to a point in the Southeasterly line of said Lot 5, distant Northeasterly along said Southeasterly line and its Southwesterly prolongation 80.92 feet from the intersection of said Southwesterly prolongation of the Southeasterly line of said Lot 5 with the centerline of said Lambert Road, 30 feet wide; thence continuing Southeasterly 583.9 feet, more or less, to a point in the Southeasterly line of said Lot 3, distant Northeasterly thereon 84.10 feet from a 2 ½ inch brass cap set in concrete at the most Southerly corner of said Lot 3.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated January 30, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Silver F. Potter, a widower recorded August 4, 1958 as Document No. 4220, Los Angeles County Records, described as follows:

That portion of Lot 5, Maxsons' Subdivision of Gunn & Hazzard's Subdivision of the Colima Tract, as per map recorded in Book 42, Page 37, Miscellaneous Records of said County, lying Northwesternly of the Northeasterly prolongation of the Northwestern line of Lot 3, , Tract No. 19221 as per Map recorded in Book 483, Page 9 of Maps, records of said County and lying Southwesterly of a line parallel with and 17.00 feet Southwesterly measured at right angles from the following described line:

BEGINNING at a point in the Northwestern line of Lot 5 of said Maxsons' Subdivision, distant Northeasterly along said Northwestern line and its Southwesterly prolongation, 75.32 feet from a 2 ½ inch brass cap set in concrete at the intersection of said Southwesterly prolongation of the Northwestern line of said Lot 5 with the centerline of Lambert Road, 30 feet wide, as said road is shown on Map of Tract No. 16278, recorded in Book 385, Page 33 of Maps, records of said County; thence Southeasterly 1119.3 feet, more or less, to a point in the Southeasterly line of said Lot 5, distant Northeasterly along said Southeasterly line and its Southwesterly prolongation 80.92 feet from the intersection of said Southwesterly prolongation of the Southeasterly line of said Lot 5 with the centerline of said Lambert Road, 30 feet wide.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated January 30, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Glenn Garrett, et al, recorded September 30, 1958 as Document No. 2652, Los Angeles County Records, described as follows:

That portion of Lot 5, Maxsons' Subdivision of Gunn & Hazzard's Subdivision of the Colima Tract, as per Map recorded in Book 42, Page 37, Miscellaneous Records of said County, lying Southeasterly of the Northeasterly prolongation of the Northwestern line of Lot 3, Tract No. 19221 as per Map recorded in Book 483, Page 9 of Maps, records of said County, and Northwesternly of the Northeasterly prolongation of the Southeasterly line of said Tract No. 19221, and lying Southwesterly of a line parallel with and 17.00 feet Southwesterly, measured at right angles from the following described line:

BEGINNING at a point in the Northwestern line of Lot 5 of said Maxsons' Subdivision, distant Northeasterly along said Northwestern line and its Southwesterly prolongation, 75.32 feet from a 2 ½ inch brass cap set in concrete at the intersection of said Southwesterly prolongation of the Northwestern line of said Lot 5 with the centerline of Lambert Road, 30 feet wide, as said road is shown on Map of Tract No. 16278, recorded in Book 385, Page 33 of Maps, records of said County; thence Southeasterly 1119.3 feet, more or less, to a point in the Southeasterly line of said Lot 5, distant Northeasterly along said Southeasterly line and its Southwesterly prolongation 80.92 feet from the intersection of said Southwesterly prolongation of the Southeasterly line of said Lot 5 with the center line of said Lambert Road, 30 feet wide.

**PARCEL EIGHTY-SIX (V6A-3-94)  
(APN 8162-24-800)**



That certain parcel of land as conveyed by Deed dated August 1, 1917 executed by J. Allen Osmun, Administrator of the Estate of Asa Douglas, deceased to Los Angeles & Salt Lake Railroad Company, recorded August 22, 1917 in Book 6547 of Deeds, Page 51, Los Angeles County Records described as follows:

That portion of Lot 3 of the Resurvey of Gunn's Plat of the Blaisdell Tract, in the County of Los Angeles, State of California, as per map recorded in Book 64, Page 64, Miscellaneous Records of said County, lying Southwesterly of a line distant Northeasterly 25 feet, measured at right angles from the following described center line and the prolongation thereof of the Lost Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southeasterly line of said Lot 3, distant Northeasterly 83.9 feet from the most Southerly corner of said lot; thence North 50°31' West 583.9 feet to a point in the Southeasterly line of Maxon's Subdivision as per map recorded in Book 42, Page 37, Miscellaneous Records, distant Northeasterly 81.1 feet from the Southwesterly line of said Lot Three.

EXCEPTING THEREFROM that parcel of land as conveyed by deed dated January 30, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded February 10, 1958 as Document No. 3912, and by Deed dated January 30, 1958 executed by Union Pacific Railroad Company, a Utah corporation to West Shore Company, a California corporation, recorded February 24, 1958 as Document No. 3726, Los Angeles County Records, described as follows:

That portion of Lot 5, Maxsons' Subdivision of Gunn & Hazzard's Subdivision of the Colima Tract, as per Map recorded in Book 42, Page 37, Miscellaneous Records of said County and all that portion of Lot 3 of Resurvey of Gunn's Plat of Baisdell Tract as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, described as a whole as lying Southwesterly of a line parallel with and 17.00 feet, Southwesterly measured at right tangles from the following described line:

BEGINNING at a point in the Northwesterly line of said Lot 5, distant Northeasterly along said Northwesterly line and its Southwesterly prolongation, 75.32 feet from a 2 ½ inch brass cap set in concrete at the intersection of said Southwesterly prolongation of the Northwesterly line of said Lot 5 with the centerline of Lambert Road, 30 feet wide, as said road is shown on Map of Tract No. 16278, recorded in Book 385, Page 33 of Maps, records of said County; thence Southeasterly 1119.3 feet, more or less, to a point in the Southeasterly line of said Lot 5, distant Northeasterly along said Southeasterly line and its Southwesterly prolongation 80.92 feet from the intersection of said Southwesterly prolongation of the Southeasterly line of said Lot 5 with the centerline of said Lambert Road, 30 feet wide; thence continuing Southeasterly 583.9 feet, more or less, to a point in the Southeasterly line of said Lot 3, distant Northeasterly thereon 84.10 feet from a 2 ½ inch brass cap set in concrete at the most southerly corner of said Lot 3.

**PARCEL EIGHTY-SEVEN (V6A-4-95) Easement  
(APN NONE SHOWN)**

***GUNN ROAD (NOW SHOWN AS GUNN AVENUE)***

**PARCEL EIGHTY-EIGHT (V6A-4-96)  
(APN 8159-20-804 PORTION, 8159-20-804 PORTION)**

That certain parcel of land as conveyed by Deed dated March 1, 1917 executed by Leonard B. Sharpless, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded April 14, 1917 in Book 6455 of Deeds, Page 298, Los Angeles County Records described as follows:

That portion of the parcel of land in Lot 10 of the Resurvey of Gunn's Plat of the Blaisdell Tract in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, conveyed



to the grantor herein by Deed recorded in Book 1725, Page 38 of Deeds, lying Southerly of the following described line to-wit:

BEGINNING at a point in the Northwest line of said Lot 10, distant Northeasterly 110.37 feet from the most Westerly corner of said Lot, said Point of Beginning being also distant Northeasterly 25 feet measured at right angles from the located center line of the Los Angeles & Salt Lake Railroad; thence South 50°31' East parallel of said center line 491.60 feet; thence North 39°29' East along a line at right angles to said center line 5 feet; thence Southeasterly parallel with said center line along a curve concave to the Northwest having a radius of 5699.65 feet, a distance of 250.51 feet more or less to a point in the Southeasterly line of the land conveyed to said Grantee by said Deed distant Northeasterly 125.58, feet more or less, measured along said Southeast line, from the Southwesterly line of said lot.

EXCEPTING THEREFROM that parcel of land conveyed Easement dated June 16, 1959, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to County of Los Angeles, a body politic recorded August 20, 1959 as Document No. 3821, Los Angeles County Records, described as follows:

That certain strip of land 5 feet wide situated in the County of Los Angeles, State of California, being portion of Lot 10 of a Resurvey of Gunn's Plat of the Blaisdell Tract as per Map recorded in Book 34, Page 64, Miscellaneous Records of said County, and Lot 26 of Stoddart's Subdivision of Part of the Colima Tract as per Map recorded in Book 60, Page 17, Miscellaneous Records of said County, the Northeasterly line of said 5 foot strip described as follows:

COMMENCING at a point on the Southwesterly line of said Lot 10, distant Southeasterly along said Southwesterly line, 88.78 feet from the most Westerly corner of said Lot 10; thence Northeasterly at right angles to said Southwesterly line, 20.00 feet to the True Point of Beginning; thence Southeasterly along a line parallel with and 20.00 feet Northeasterly, measured at right angles to said Southwesterly line of said Lot 10, and the Southeasterly prolongation thereof, to a point in the Northeasterly prolongation thereof, to a point in the Northerly line of that certain parcel of land described in Deed to H.E. Huntington, Trustee, recorded in Book 2834, Page 108 of Deeds, records of said County.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated July 11, 1961, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded September 14, 1961 as Document No. 1582 and by Deed Dated July 11, 1961, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Harold M. Vallentine, a married man recorded September 14, 1961 as Document No. 1583, described as follows:

Being a portions of Lot 10 of a Resurvey of Gunn's Plat of the Blaisdell Tract as per Map recorded in Book 34, Page 64 Miscellaneous Records of Said County, and Lot 26 of Stoddart's Subdivision of Part of the Colima Tract as per Map recorded in Book 60, Page 17, Miscellaneous Records of said County, being more particularly described as a whole as follows:

BEGINNING at a point of intersection of a line parallel with an distant 20 feet Southeasterly, measured at right angles from the Northwesterly line of said Lot 10 with a line, parallel with and distant 15 Northeasterly, measured at right angles from the Southwesterly line of said Lot 10; thence along first mentioned parallel line North 58°29'30" East, 50.12 feet to a point on a line parallel with and distant 42 feet Southwesterly, measured at right angles from that certain course described as having a bearing and distance of South 50°31' East, 491.60 feet in that certain Deed to Los Angeles & Salt Lake Railroad Company recorded in Book 6455, Page 298 of Deeds, records of said County; thence along said last mentioned parallel line and its Southeasterly prolongation, South 50°42'35" East, 1045.21 feet, more or less, to a point in the Northerly line of that certain parcel of land described in Deed to H.E. Huntington, Trustee, recorded in Book 2834, Page 108 of Deeds, records of said County' thence along said Northerly line of H.E. Huntington land North 60°27'05" West, 300.24 feet to a point in the Southeasterly prolongation of said line, being parallel with the Southwesterly line of said Lot 10; thence along said Southeasterly prolongation of said Lot 10; thence along said Southeasterly prolongation of

said Lot 10; thence along said Southeasterly prolongation of said parallel line and along said parallel line North 50°26'40" West, 766.01 feet to the Point of Beginning.

**PARCEL EIGHTY-NINE (V6A-4-97)**  
**(APN 8159-20-805 PORTION, 8159-20-804 PORTION)**

That certain parcel of land as conveyed by Deed dated May 12, 1917 executed by James W. McCullough, et al, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded June 2, 1917 in Book 6488 of Deeds, Page 221, Los Angeles County Records described as follows:

That portion of Lot 26 of Stoddart's Subdivision of part of the Colima Tract in, the County of Los Angeles, State of California, as per map recorded in Book 60, Page 17, Miscellaneous Records of said County, lying Northeasterly of the 100 foot strip of land conveyed to H.E. Huntington, Trustee, by Deed recorded in Book 2834, Page 108 of Deeds, and Southwesterly of a line distant Northeasterly 30 feet measured at right angles from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad to-wit:

BEGINNING a point in the Northwest line of said Lot 26 distant Northeasterly 93.29 feet from the intersection of the Southwesterly prolongation of said Northwest line with the center line of the road adjoining the Southwesterly side of said lot; said Point of Beginning being a point in a curve, the center of the circle of which said curve is an arc bearing North 37°05'25" East 5729.65; thence Southeasterly along said curve 734.9 feet to a point distant Northeasterly 30 feet measured at right angles from the Northeasterly line of said 100 foot strip conveyed to H.E. Huntington, Trustee; thence along a tangent to said curve and parallel with the Northeasterly line of said 100 foot strip South 60°15 1/2' East to the Southeasterly line of said Lot.

EXCEPTING THEREFROM that parcel of land conveyed Easement dated June 16, 1959, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to County of Los Angeles, a body politic as Document No. 3821, Los Angeles County Records, described as follows:

That certain strip of land 5 feet wide situated in the County of Los Angeles, State of California, being portion of Lot 10 of a Resurvey of Gunn's Plat of the Blaisdell Tract as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, and Lot 26 of Stoddart's Subdivision of Part of the Colima Tract as per map recorded in Book 60, Page 17, Miscellaneous Records of said County, the Northeasterly line of said 5 foot strip described as follows:

COMMENCING at a point on the Southwesterly line of said Lot 10, distant Southeasterly along said Southwesterly line, 88.78 feet from the most Westerly corner of said Lot 10; thence Northeasterly at right angles to said Southwesterly line, 20.00 feet to the True Point of Beginning; thence Southeasterly along a line parallel with and 20.00 feet Northeasterly, measured at right angles to said Southwesterly line of said Lot 10, and the Southeasterly prolongation thereof, to a point in the Northeasterly prolongation thereof, to a point in the Northerly line of that certain parcel of land described in Deed to H.E. Huntington, Trustee, recorded in Book 2834, Page 108 of Deeds, records of said County.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated July 11, 1961, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded September 14, 1961 as Document No. 1582 and by Deed Dated July 11, 1961, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Harold M. Vallentine, a married man recorded September 14, 1961 as Document No. 1583, described as follows:

Being a portions of Lot 10 of a Resurvey of Gunn's Plat of the Blaisdell Tract as per map recorded in Book 34, Page 64 Miscellaneous Records of said County, and Lot 26 of Stoddart's Subdivision of Part of the Colima Tract as per map recorded in Book 60, Page 17, Miscellaneous Records of said County, being more particularly described as a whole as follows:

BEGINNING at a point of intersection of a line parallel with an distant 20 feet Southeasterly, measured at right angles from the Northwesterly line of said Lot 10 with a line, parallel with and distant 15 Northeasterly, measured at right angles from the Southwesterly line of said Lot 10; thence along first mentioned parallel line North 58°29'30" East, 50.12 feet to a point on a line parallel with and distant 42 feet Southwesterly, measured at right angles from that certain course described as having a bearing and distance of South 50°31' East, 491.60 feet in that certain Deed to Los Angeles & Salt Lake Railroad Company recorded in Book 6455, Page 298 of Deeds, records of said County; thence along said last mentioned parallel line and its Southeasterly prolongation, South 50°42'35" East, 1045.21 feet, more or less, to a point in the Northerly line of that certain parcel of land described in Deed to H.E. Huntington, Trustee, recorded in Book 2834, Page 108 of Deeds, records of said County thence along said Northerly line of H.E. Huntington land North 60°27'05" West, 300.24 feet to a point in the Southeasterly prolongation of said line, being parallel with the Southwesterly line of said Lot 10; thence along said Southeasterly prolongation of said Lot 10; thence along said Southeasterly prolongation of said Lot 10; thence along said Southeasterly prolongation of said parallel line and along said parallel line North 50°26'40" West, 766.01 feet to the Point of Beginning.

**PARCEL NINETY (V6A-4-98)  
(APN NONE SHOWN)**

**MILLS AVENUE**

That certain Easement as conveyed by California Domestic Water company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation, dated September 25, 1917 and recorded October 11, 1917, in Book 6540 of Deeds Page 256, Los Angeles County Records described as follows:

A perpetual easement and right of way for railroad purposes, over, across and upon the particular parcel of land situate in the County of Los Angeles, State of California more particularly described as follows:

That portion of that certain strip of land, in the County of Los Angeles, State of California, marked "strip 20 ft. wide, sold to East Whittier Ditch Co.", on the map of Stoddard's Subdivision recorded in Book 60, Page 17, Miscellaneous Records of said County, lying 30 feet on each side of, measured at right angles from the following described center line and the prolongation thereof of Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southeast line of Lot 26 of Stoddard's Subdivision, distant Northeasterly 30 feet, measured at right angles, from the Southeasterly prolongation of the Northeasterly line of that certain parcel of land conveyed to H.E. Huntington, Trustee, by Deed recorded in Book 2834, Page 108 of Deeds, records of said County, said Point of Beginning also being distant Southwesterly 85.56 feet, more or less, from the most Westerly corner of said Lot 26; thence South 60°15'30" East, parallel with the Southeasterly prolongation of the Northeasterly line of said parcel of land conveyed to H.E. Huntington, Trustee, by said Deed, a distance of 23.61 feet, more or less, to the Southeasterly line of said strip of land marked "strip 20 ft. wide, sold to East Whittier Ditch Co."

**PARCEL NINETY-ONE (V6A-4-99)  
(APN 8151-10-809 PORTION, 8151-10-811)**

That certain parcel of land as conveyed by Deed dated February 24, 19121 executed by Las Vegas Land & Water Company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded March 15, 1921 in Book 109 of Deeds, Page 201, Los Angeles County Records described as follows:

That portion of the land marked "Tomas L. Sanchez 221.90 acres" on the Map of the Coronel and Sanches Tract recorded in Book 60, Page 73 Miscellaneous records of said County, described as follows, to-wit:

BEGINNING at the point of the intersection of the Northwesterly line of said 221.90 acre tract of land with the Southwesterly line of that certain 48.64 foot strip of land conveyed to H.E. Huntington, Trustee by Deed recorded in Book 2944, Page 187 of Deeds, records of said County, said point being distant Southwesterly 1343.24 feet, more or less from the most Northerly corner of said 221.90 acre tract of land, said point also being the most Westerly point of the land first described in the conveyance to the Grantor herein recorded in said Book 6551, Page 185 of Deeds; thence along the Southwesterly line of said 48.64 foot strip of land South 60°26' East 23.61 feet more or less to a point distant Southeasterly 20 feet measured at right angles from the Northwesterly line of said 221.90 acre tract of land; thence along a line parallel with the Northwesterly line of said 221.90 acre tract of land, North 61°39' East 118.03 feet, more or less, to a point on the Northeasterly line of the Pacific Electric Railway Company's one hundred foot right of way, said point being the most Westerly point of the land described as Parcel No. 1 in that certain conveyance to the Grantor herein recorded in Book 6952, Page 159 of Deeds; thence along the Northeasterly line of said one hundred foot right of way of the Pacific Electric Railway Company South 60°26' East 2047.64 feet, more or less, to a point in the Westerly line of land conveyed to H.L. Riggings by Deed recorded in Book 1374, Page 212 of Deeds, records of said County, distant Southwesterly 787.23 feet, more or less, from the most Northerly corner of said land of Riggings, said point also being the most Southerly point of the land third described in the conveyance to the Grantor herein recorded in said Book 6551, Page 185 of Deeds; thence Northeasterly along the Westerly line of said land of Riggings 60.06 feet, more or less, to a point distant 60 feet Northerly measured at right angles, from the Northerly line of said one hundred foot right of way of the Pacific Electric Railway Company; thence along a line parallel with the Northerly line of said one hundred foot right of way North 60°26' West 1340.38 feet, more or less to a point in the Southeasterly line of that certain 10.52 acre tract of land conveyed to Asa Douglas by Deed recorded in Book 1940, Page 79 of Deeds records of said County, thence along the Southeasterly line of said 10.52 acre tract of land North 38°00' East 9.47 feet, more or less, to the most Easterly corner of the land described as Parcel No. 2 in that certain conveyance to the grantor herein recorded in said Book 6952, Page 159 of Deeds; thence along the Northeasterly line of said parcel No. 2 North 60°26' West 355.13 feet, more or less, to a point in a line distant Northwesterly 20 feet from and parallel with the Southwesterly line of said 10.52 acre tract of land; thence along said parallel line North 50°28' West 307.52 feet, more or less, to a point in the Northeasterly line of said 221.90 acre tract of land; thence along the Northwesterly line of said 221.90 acre tract of land South 61°39' West 262.63 feet, more or less to the Point of Beginning.

EXCEPTING THEREFROM that parcel of land conveyed by Quitclaim Deed dated August 30, 1955, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded September 13, 1955, as Document No. 4608 Los Angeles County Records and by Quitclaim Deed dated August 30, 1955, executed by Union Pacific Railroad Company to County of Los Angeles recorded October 20, 1955 as Document No. 4701, Los Angeles County Records, described as follows:

Being that portion of that certain parcel of land Marked "Tomas L. Sanchez 221.90 Acres" on Map of Coronel and Sanchez Tract, recorded in Book 60, on Page 73 of Miscellaneous Records in the Office of the Recorder of said County, bounded on the North by the Southerly line of Tract No. 16722, as per Map recorded in Book 389, Pages 29 to 31, inclusive of Maps, in the Office of said Recorder, bounded on the East by the Northwesterly line of Lot 30, of said Tract No. 16722, and its Southwesterly prolongation thereof, said Northwesterly line having a course and distance of North 48°00'50" East, 50.22 feet, bounded on the West by a line parallel to and distant Southeasterly 30 feet, measured at right angles from the Northwesterly line of said land marked "Tomas L. Sanchez 221.90 Acres" and bounded on the South by the following described line:

COMMENCING at the point of intersection of the center line of Lambert Road, 40 feet in width, as shown on said Map of Tract No. 16722 with the Northwesterly line of said land marked "Tomas L. Sanchez 221.90 Acres"; thence North 61°39' East, 212.46 feet along said last mentioned Northwesterly line; thence South 60°26' East, 35.40 feet, more or less, along a line parallel to the Southerly line of the Los Angeles & Salt Lake Railroad Company's right of way as described in Deed, recorded in Book 109, on Page 201, of Official Records in the Office of said Recorder, to a point distant Southeasterly 30 feet, measured at right angles from said last mentioned Northwesterly line said point being the True Point of Beginning; thence continuing South 60°26' East, 675.52 feet, more or less, along said last mentioned parallel line to the point of

intersection of said last mentioned parallel line with the Southwesterly prolongation of said Northwesterly line of Lot 30, said point being the Point of Ending.

ALSO EXCEPTING THEREFROM That parcel of land conveyed by Deed dated June 16, 1964 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded October 30, 1964 as Document No. 0732, Los Angeles County Records, described as follows:

That certain parcel of land, situate in the City of Whittier, County of Los Angeles, State of California, being that portion of the land marked "Tomas L. Sanchez 221.90 Acres" on Map of the Coronel and Sanchez Tract recorded in Book 60, Page 73, Miscellaneous Records of said County, described first in Deed to Los Angeles & Salt Lake Railroad Company recorded in Book 109, Page 201, Official Records of said County, more particularly described as follows:

BEGINNING at the point of intersection of the Northwesterly line of said 221.90 acre tract of land with the Southwesterly line of that certain 48.64 foot strip of land conveyed to H.E. Huntington, Trustee, by Deed recorded in Book 2944, Page 187 of Deeds, records of said County, said point being distant Southwesterly 1343.24 feet, more or less from the most Northerly corner of said 221.90 acre tract of land, said point also being the most Westerly point of the land first described in that certain conveyance to Las Vegas Land and Water Company recorded in Book 6551, Page 185 of Deeds, records of said County; thence along the Southwesterly line of said 48.64 foot strip of land, South 60°26' East, 23.61 feet, more or less to a point distant Southeasterly 20.00 feet, measured at right angles from the Northwesterly line of said 221.90 acre tract of land; thence along a line parallel with the Northwesterly line of said 221.90 acre tract of land North 61°39' East, 118.03 feet more or less to a point on the Northeasterly line of the Pacific Electric Railway Company's 100 foot right of way, said point being the most Westerly point of the land described as Parcel No. 1 in that certain conveyance to Las Vegas Land and Water Company, recorded in Book 6952, Page 159 Deeds, records of said County; thence along the Northeasterly line of said 100 foot right of way of the Pacific Electric Railway Company, South 60°26' East, 2047.64 feet more or less to a point in the Westerly line of land conveyed to H.L. Riggins by Deed recorded in Book 1374, Page 212, of Deeds, records of said County, distant Southwesterly 787.23 feet, more or less from the most Northerly corner of said land of Riggins, said point also being the most Southerly point of the land third described in the conveyance to Las Vegas Land and Water Company recorded in Book 6551, Page 185 of Deeds; thence Northeasterly along the Westerly line of said land of Riggins, 60.06 feet more or less to a point, distant 60.00 feet Northerly, measured at right angles from the Northerly line of said 100 foot right of way of the Pacific Electric Railway Company; thence along a line parallel with the Northerly line of said 100 foot right of way, North 60°26' West, 1340.38 feet, more or less to a point in the Southeasterly line of that certain 10.52 acre tract of land conveyed to Asa Douglas by Deed recorded in Book 1940, Page 79 of Deeds, records of said County, thence along the Southeasterly line of said 10.52 acre tract of land, North 38°00' East, 9.47 feet more or less to the most Easterly corner of the land described as Parcel No. 2 in that certain conveyance to Las Vegas Land and Water Company recorded in Book 6592, Page 159 of Deeds; thence along the Northeasterly line of said Parcel No. 2, North 60°26' West, 355.13 feet more or less, to a point in a line distant Northeasterly 20.00 feet from and parallel with the Southwesterly line of said 10.52 acre tract of land; thence along said parallel line, North 50°28' West, 307.52 feet more or less to a point in the Northwesterly line of said 221.90 acre tract of land; thence along the Northwesterly line of said 221.90 acre tract of land, South 61°39' West, 262.63 feet more or less, to the Point of Beginning.

EXCEPTING THEREFROM all that portion thereof described in Quitclaim Deed to County of Los Angeles, recorded in Book 49292, page 436, Official Records of said County.

ALSO EXCEPTING therefrom that portion thereof lying Northwesterly of a line, parallel with and distant Northwesterly, 160.00 feet, measured at right angles from the Southwesterly prolongation of the Southeasterly line of Lot 35 of Tract No. 16722, recorded in Book 389, Pages 29 and 30 of Maps, records of said County.

## EXHIBIT C

### Right of Entry For Post-Closing Trackage Removal Between the City of Whittier And Union Pacific Railroad Company

THIS RIGHT OF ENTRY is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the **CITY OF WHITTIER**, a municipal corporation, hereinafter referred to as "City," and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, hereinafter referred to as "UP."

Subject to the conditions, stipulations and provisions set forth below, City hereby grants temporary non-exclusive permission to UP to enter upon the City-owned property and improvements located on such property (the "Premises") described in Exhibit A, which is attached hereto and incorporated herein by this reference:

1. The term of this Right of Entry shall commence on the date first above written and, unless sooner terminated as provided herein, expire 180 days thereafter.
2. City may terminate this Right of Entry for breach by UP. UP shall not be in breach unless UP fails to substantially perform any material covenant, condition or agreement contained in this Right of Entry and such failure continues for ten (10) days after written notice from City to UP, or in the event that any such failure is of a nature such that it cannot be cured within ten (10) days, UP fails to promptly commence and thereafter continuously to pursue to completion a cure of such failure.
3. UP desires to enter upon the Premises from time to time solely at its own risk to perform and complete certain trackage removal work, as provided in that certain Donation, Purchase and Sale Agreement and Escrow Instructions (the "Purchase Agreement") between City and UP dated as of November 1, 2001.
  - (a) UP and/or any person or entity hired by UP to perform the trackage removal work described above (the "Contractor") shall not do or perform any work or activities other than that specifically set forth above.
  - (b) UP and/or its Contractor shall use the Premises in their present condition and City shall not be obligated to make the Premises safe or suitable for use by UP or otherwise prepare the Premises or access to the Premises in any manner whatsoever.
  - (c) UP shall be responsible for contacting all appropriate agencies to locate underground utilities and structures prior to commencement of work.



- (d) The storage of equipment on the Premises will be subject to City's prior written approval, which approval shall not unreasonably be withheld. Except for removal of the trackage as provided in the Purchase Agreement, and any disturbance of the Premises reasonably necessary to effect the removal of the trackage, UP and/or its Contractor shall immediately repair any damage to the Premises resulting from any work performed pursuant to this Right of Entry and, as reasonably as may be practicable, restore the Premises to the same condition it was found prior to the commencement of the work authorized by this Right of Entry (including, without limitation, resurfacing any improved portions of the Premises with the same material as existed prior to commencement of the work).
  - (e) UP and City shall reasonably coordinate their respective activities on the Premises. UP shall not be responsible for delays in the performance of its trackage removal obligations under the Purchase Agreement with respect to the Premises to the extent such delays result from City's denial of access to UP.
  - (f) City shall have the right to reasonably approve any Contractor retained by UP.
  - (g) A representative of City shall be entitled to be present during any entry upon the Premises by UP or its Contractor and to reasonably monitor any and all work conducted by UP or its Contractor.
4. City shall not assume any responsibility for, or obligation to protect against, any loss, damage, theft or vandalism of the trackage, or any other property or material that UP may place upon the Premises.
  5. Entry by UP and/or its Contractor onto the Premises under this Right of Entry shall be deemed an acknowledgment by UP that any and all dangerous places and/or defects upon the Premises are known to UP.
  6. UP and/or its Contractor shall comply with all statutes, ordinances, regulations, rules, guidelines and other laws which apply to its activities upon the Premises and shall obtain all approvals, permits and licenses required for such activity.
  7. UP and/or its Contractor agree to immediately pay when due all costs of labor, services and materials supplied in prosecution of the work to be done on the Premises under this Right of Entry. UP shall keep the Premises free and clear of all mechanics' liens and other such liens on account of such work. UP agrees to indemnify City against any such claims or liens and to reimburse City for all costs and expenses, attorneys' fees, including allocated costs of City's in-house counsel, and court costs, incurred by City in defending against such claims or liens, whether or not any legal action is commenced.

In the event that such a claim is filed, UP and/or its Contractor agree to furnish City adequate security for the amount of the claim and all estimated costs and interest. If a final judgment establishing the validity or existence of a lien against the Premises for any amount is entered, UP shall immediately pay and satisfy such judgment and lien.

8. In the event any excavation is required to remove trackage from the Premises and, in the course of such excavation, UP or its Contractor observe materials it or they believe may be hazardous waste as defined in Section 25117 of the Health and Safety Code, UP shall cause further excavation to cease and promptly notify City of such discovery.
9. UP shall indemnify, defend (with counsel acceptable to City) and hold City, its officers, directors, employees, and agents, harmless from and against liability for damages, losses, liens, expenses (including, without limitation, court costs and attorneys' fees), penalties, actions, causes of action, demands, or claims ("Claims"), including, without limitation, Claims for injury to or death of any person, or damage to any property, natural resources or the environment resulting from a breach by UP or its representatives of its obligations under this Right of Entry or from any work performed pursuant to this Right of Entry or from any other activities of UP or its representatives or contractors which occur on or about the Premises pursuant to this Right of Entry, except to the extent caused by the negligence of City. UP shall reimburse City for all costs, expenses, losses, attorneys' fees, and court costs, incurred by City in enforcing this indemnity provision. This indemnity includes injury, death or property damage related to the risks inherent in the type of work permitted under this Right of Entry.

UP shall be liable for the costs of remediating any contamination from any release, discharge, leakage, spillage, or emission, by UP while on the Premises under this Right of Entry.

10. All notices and other communications under this Right of Entry shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications shall be directed to the parties at the addresses shown below.

City: Douglas C. Chotkevys  
 Assistant City Manager  
 City of Whittier  
 13230 Penn Street  
 Whittier, California 90602-1772  
 Telephone: (562) 464-3301  
 Fax: (562) 464-3570

UP: UNION PACIFIC RAILROAD COMPANY  
 ATTN: Assistant Vice President - Real Estate  
 1416 Dodge Street, WP001  
 Omaha, Nebraska 68179  
 Telephone: (402) 997-3555  
 Facsimile: (402) 997-3601/3602



with copy to: UNION PACIFIC RAILROAD COMPANY  
 ATTN: Real Estate Attorney  
 1416 Dodge Street, Room 830  
 Omaha, Nebraska 68179  
 Telephone: (402) 271-5761  
 Facsimile: (402) 271-5610

Any party who desires to change its address for notice may do so by giving notice as provided above.

11. This Right of Entry shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective beneficiaries, devisees, heirs, executors, estates, administrators, employees, officers, directors, shareholders, agents, attorneys, insurers, representatives, successors-in-interest and assigns.
12. Articles 3(d), 8, 9, and 11, shall survive the expiration, cancellation and termination of this Right of Entry.
13. This Right of Entry may only be modified in writing, signed by both parties.
14. This Right of Entry shall be governed by and construed in accordance with the laws of the State of California.
15. The parties have each carefully reviewed this Right of Entry and have agreed to each term of this Right of Entry. No ambiguity shall be construed against either party.
16. This Right of Entry may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Right of Entry as of the day and year first hereinabove appearing.

**UNION PACIFIC RAILROAD COMPANY,**  
**a Delaware corporation**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**CITY OF WHITTIER,  
a municipal corporation**

By: \_\_\_\_\_  
Steve Helvey, City Manager

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Richard D. Jones, City Attorney

ATTEST:

\_\_\_\_\_  
Kathryn A. Marshall, City Clerk

**EXHIBIT A TO EXHIBIT C****Description of Premises**

The "Premises" are the real property conveyed to City by UP and described in the Purchase Agreement.

**EXHIBIT D****PROPERTY MATERIALS**

Summary Report Right of Way Slag Investigation  
Union Pacific Railroad Company, Whittier, CA  
Prepared by: URS Corp.  
Dated: November 2000

Status Reports  
Site Remediation dated 09/03/96  
Preston Weed Control Lease Site

Memorandum dated June 26, 1995 from Glenn Thomas to Dick Zadina  
File: Environmental Protection - Whittier, California Preston Weed Control  
Re: Whittier, California - Hazardous Materials Underground Storage Closure Report

Letter dated June 6, 1995 from Steve Brinkman, Project Geologist, Consulting Services, Laidlaw Environmental Services, to Glenn Thomas, Environmental Compliance Engineer, Union Pacific, with June 5, 1995 letter attachment from Laidlaw to County of Los Angeles, Department of Public Works re Hazardous Materials Underground Storage Closure / Site Assessment / Remediation Reports.

Letter dated May 8, 1995 from Glenn Thomas, Manager, Environmental Site Remediation, Union Pacific, to Sam Marquis, Project Hydrogeologist, Laidlaw

Status Reports  
Site Remediation dated 07/01/98  
Omega Chemical

## EXHIBIT E

### ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto CITY OF WHITTIER, a municipal corporation of the State of California ("Assignee"), all of Assignor's right, title and interest in and to the tenant leases and licenses now or hereafter affecting the real property (the "Property") described on **Exhibit A**, which leases and licenses, and all amendments thereto, are described on **Exhibit B** ("Leases and Licenses"), together with all security deposits and other deposits held by Assignor under the terms of said Leases and Licenses.

TO HAVE AND TO HOLD the Leases and Licenses unto Assignee, its successors and assigns.

1. Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Leases and Licenses accruing after the date hereof, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Leases and Licenses after the date hereof, and (2) claims under the Leases and Licenses by the tenants and licensees named in the Leases and Licenses accruing after the date hereof.

2. Assignor agrees to indemnify and hold Assignee harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignee and arising out of (a) Assignor's failure to comply with terms of the Leases and Licenses prior to the date hereof, and (2) claims under the Leases and Licenses by the tenants and licensees named in the Leases and Licenses accruing prior to the date hereof.

3. If any legal or equitable action, arbitration, or other proceeding, whether on the merits, application, or motion, are brought or undertaken to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the successful or prevailing party or parties in such undertaking shall be entitled to recover reasonable attorney's and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses.

4. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is subject, shall be brought in the county in which the Property is located.

6. All exhibits attached to this Agreement are incorporated herein for all purposes.

7. This Assignment and Assumption of Leases and Licenses shall inure to and be binding upon the parties, their successors and assigns.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2001.

UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF WHITTIER, a municipal corporation  
of the State of California

By: \_\_\_\_\_  
Steve Helvey, City Manager

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Richard D. Jones, City Attorney

ATTEST:

\_\_\_\_\_  
Kathryn A. Marshall, City Clerk

**EXHIBIT A TO EXHIBIT E**

**LEGAL DESCRIPTION OF PROPERTY  
TO BE ATTACHED**

EXHIBIT B TO EXHIBIT E**LIST OF LEASES AND LICENSES  
TO BE ASSIGNED**

Party	Type of Agreement	Date	UP Audit No.
So. Cal. Edison	License to construct, maintain and operate an underground power line across the property.	10/13/84	106266
So. Cal. Edison	Overhead wire crossing for 12kv power line.	9/15/72	120221
City of Whittier	Agreement for installation and maintenance of signals and gates.	4/9/75	123776
City of Whittier	Agreement for installation and maintenance of signals and gates.	10/28/75	124625
City of Whittier	Agreement for installation and maintenance of signals and gates.	10/28/75	124626
City of Whittier	License to remove graffiti from railroad bridge at Whittier Blvd. and Pickering Ave.	5/18/79	129185
Caltrans	Agreement for installation of signals and gates.	6/20/79	129929
Caltrans	Agreement for installation of signals and gates.	11/27/79	130616
Caltrans	Agreement for installation of signals and gates.	10/23/79	130617
Caltrans	Agreement for installation of signals and gates.	10/25/79	131001
Caltrans	Agreement for installation and maintenance of signals and gates.	3/6/85	139475
GTE California, Inc.	Letter consent to construction of underground telephone wire line crossing.	9/27/88	145182
Tina Indelicato	Lease for beautification and lawn purposes.	3/1/89 (Main Agrmt.; 12/22/93 (Suppl. Agrmt.))	147122



Party	Type of Agreement	Date	UP Audit No.
City of Whittier	Lease for landscaping.	2/13/89	147151
GTE California, Inc.	Letter consent to construction of additional aerial cable to tie two cross-connect boxes together with existing overhead telephone wire line crossing.	11/29/90	153579
George Albert Harris, Martha Chrystine Volmer	Lease for automobile repair shop building encroachment.	5/23/90	158958
The Salvation Army	Lease for fence encroachment and beautification purposes.	4/2/93	166886
Phyllis Fuhrman	Lease for concrete block wall encroachment.	9/29/93	169123
Bob and Janet Sahagian,	Lease for fence encroachment and beautification.	3/7/94	170601
Central Basin Municipal Water District	Consent letter to an underground 12" water pipeline crossing.	5/11/94	171727
Central Basin Municipal Water District	Consent letter to an underground 18" water pipeline crossing.	5/11/94	171728
Thomas Eckenrode	Lease for fence encroachment and beautification.	7/1/94	172358
Richard Bowlin, dba King Richard's Antique Shops	Lease for parking, driveway access to warehouses, and a fence encroachment.	10/1/94	173539
Schlegelmilch Trailer Sales	Lease for parking recreational vehicles.	4/10/95	176070
Suburban Water Systems,	Agreement for an underground 12" water pipeline crossing.	1/30/97	190919
City of Whittier	Street or sidewalk easement.	9/17/97	203402
City of Whittier	Right of Entry Agreement for Phase I Environment Site Inspection	4/5/00	215128
City of Whittier	License to construct and maintain a pedestrian walkway.	12/18/52	79412
Suburban Water Systems,	Consent letter to modification of existing 16" pipeline casing for new 12" steel carrier.	9/25/91	8303

Party	Type of Agreement	Date	UP Audit No.
So. Cal. Edison Co.	Easement for overhead wire crossing.	10/4/55	85807
The City of Whittier	License for 6" water pipeline crossing in 8" casing.	8/1/57	89897
The City of Whittier	License for 8" water pipeline in 14" steel casing.	8/12/58	92140
Suburban Water Systems	License for 8" water pipeline crossing.	11/21/60	96131
Russell Adams, dba Eckles Garage	Lease for automobile parking area.	3/27/74	A100233
Douglas and Carol Doughty	Lease of property for vehicle parking purposes.	7/15/95	A101865
Eugene LaJeunesse, dba Gene's Campers and Trailers	Lease for office and storage purposes.	5/16/77	A102215
City of Whittier	Lease for landscaping purposes.	11/14/78	A103109
General Telephone Co. of California	License to construct, maintain and operate a manhole and telephone conduit line along the property.	9/22/80	A104048
Southern Pacific Pipelines, Inc.	License to construct, maintain and operate a petroleum products pipeline across the property.	6/6/85	A106455
Southern California Edison Co.	License for overhead wire crossing.	9/13/39	A49324
Barr Lumber Co.	Lease for lumber yard and garage site.	9/30/44	A57408
Associated Telephone Co., Ltd. (now General Telephone Co. of California)	License for overhead telephone wire crossing.	11/15/51	A70327
C.H. Barker	Lease for driveway purposes.	1/30/52	A70657
E.O. Zieman, dba Zieman Mfg. Co.	Lease for automobile parking.	2/1/52	A70793
E.O. Zieman, dba Zieman Mfg. Co.	License to construct, maintain, and use, a 12' private roadway.	3/13/52	A70800
Whittier Water Co.	License for water pipeline crossing. (6" water main in 12" steel casing)	2/11/53	A72085

Party	Type of Agreement	Date	UP Audit No.
The City of Whittier	License and easement for construction, maintenance, and use, of concrete cylinder water pipelines, not to exceed 30" in diameter.	11/6/53	A73265
Southern California Edison Co.	License for overhead wire crossing.	1/8/54	A73669
Southern Counties Gas Co. of California	License to construct, maintain, and operate a 1" gas line crossing.	11/5/54	A74911
Southern California Edison Co.	License for overhead wire crossing.	8/24/55	A76669
General Telephone Co. of California	License for overhead telephone wire crossing.	5/1/57	A79507
Southern California Edison Co.	License for overhead wire crossing.	5/28/57	A79569
Suburban Water Systems	License for water pipeline crossing in an 8" pipe encased in 12" casing.	8/7/57	A79894
Albert C. Otto	Lease for agricultural purposes.	6/22/59	A82907
City of Whittier	License for 10" corrugated metal drainage pipeline crossing.	2/14/61	A85847
Whittier Pipe & Supply Co. (subsequently assigned to A.J.Pyka, Jr.)	License for 6" sewage pipeline encroachment.	6/29/64	A91041
Sam Yazzalino (subsequently assigned to Charles and Jamie Williamson)	Lease for fence and asphalt slab encroachment.	11/2/64	A91621
Southern California Edison Co.	Overhead telephone wire crossing.	10/8/65	A92888
R.W. Wardell,	Lease for parking purposes.	10/17/66	A94331
Jerrold L. Johnson, Phillip Lee Ellis	License for private roadway purposes.	11/30/66	A94511
Glen M. Deal, Kenneth J. Litchfield, dba Big Deal Car Wash.	Lease for planting green ground cover.	8/7/67	A95333
City of Whittier	Lease for landscaping purposes.	9/15/70	A99086

Party	Type of Agreement	Date	UP Audit No.
Kenneth L. and Delores L. Ball	Lease for parking automobiles.	5/28/71 (amended 3/18/86)	A99195
The City of Whittier	License for 4" water pipeline.	10/4/20	LAC3346
General Pipeline Co. of California	License for telephone pole line.	7/8/22	LAC3847
City of Whittier	License for 6" sewer pipeline crossing.	4/30/23	LAC4130
Southern California Edison Co.	License for overhead electrical wire crossing.	7/29/23	LAC4270
City of Whittier	License for 2" water pipeline crossing.	9/26/23	LAC4341
Southern Counties Gas Co. of California	License for 2" gas pipeline crossing.	8/26/29	LAL7341
City of Whittier	License for 10" vitrified sewer pipeline crossing.	2/6/30	LAL7592
Southern California Telephone Co.	License for underground telephone wire crossing.	3/15/31	LAL8373
City of Whittier	License for 6" water pipeline crossing.	6/4/32	LAL8645
City of Whittier	License for 3" water pipeline crossing.	6/1/33	LAL9013

**EXHIBIT F****ESCROW HOLDER GENERAL PROVISIONS**

TO: CHICAGO TITLE COMPANY

Escrow No.  
Date

1. Time is of the essence of these instructions. If this escrow is not in a condition to close by the TIME LIMIT DATE as provided for herein and written demand for cancellation is received by you from any principal to this escrow after said date, you shall act in accordance with paragraph 7 of the General Provisions. If no conflicting instruction or demand for cancellation is made, you will proceed to close this escrow when the principals have complied with the escrow instructions. In the event one or more of the General Provisions are held to be invalid, those remaining will continue to be operative. Any amendments of or supplements to any instructions affecting escrow must be in writing. You are authorized to order demands for, and pay at the close of escrow any encumbrances of record necessary to place title in the condition called for without further authorization. You are further authorized, prior to the close of escrow, to pay from funds on deposit any fees necessary to obtain any demand and/or report as may be required in this escrow and at the close of escrow charge the parties as appropriate. The principals will hand you any funds and instruments required from each respectively to complete this escrow. Interest on any new financing may begin to accrue on the date loan funds/proceeds are disbursed by the new lender, and borrower agrees to pay same in accordance with lender's instructions.
2. You are instructed to deliver and/or record all documents and disburse all funds when you can comply with these instructions and issue any title insurance policy as called for herein. These instructions, together with any amendment and/or supplements, may be executed in counterparts and together shall constitute one and the same document. If these instructions relate to a sale, and if there is no other written agreement between the parties pertaining thereto, buyer agrees to buy and seller agrees to sell upon the terms and conditions hereof. All documents, balances and statements due the undersigned are to be mailed to the respective addresses shown herein, unless otherwise directed. In the event that any party to this escrow utilizes facsimile transmitted signed documents, all parties hereby agree to accept and hereby instruct the escrow holder to rely upon such documents as if they bore original signatures. Buyer and seller further acknowledge that any documents to be recorded bearing non original (facsimile) signatures will not be accepted for recording by the county recorder.
3. The phrase "close of escrow" (or COE) as used in this escrow means the date on which documents are recorded and funds disbursed unless otherwise specified.
4. Assume a 30 day month in any proration herein provided, and unless otherwise instructed, you are to use the information contained in the latest available tax statement, including any supplemental taxes of record, rental statement as provided by seller and beneficiary's or association statements delivered into escrow for proration purposes.
5. Upon close of escrow you are instructed to charge our respective accounts the costs attributable to each, including but not limited to costs as provided for herein and/or in accordance with our respective estimated statements attached hereto and made a part hereof.
6. Recordation of any instruments delivered through this escrow, if necessary or proper for the issuance of the policy of title insurance called for, is authorized. No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.
7. If there is no written activity by a principal to this escrow within any six-month period after the Time Limit Date set forth herein, Chicago Title Company may, at its option, terminate its agency obligation and cancel this escrow, returning all documents, monies or other items held, to the respective parties entitled thereto, less any fees and charges as provided herein.
8. If, for any reason, funds are retained or remain in escrow after the closing date, you may deduct therefrom a reasonable charge as custodian, of not less than \$25.00 per month, unless otherwise specified.
9. In the event that you should receive or become aware of conflicting demands or claims with respect to this escrow, or the rights of any of the parties hereto, or any money or property deposited herein, you shall have the absolute right at your option to discontinue any or all further acts until such conflict is resolved to your satisfaction.

10. The parties hereto, by execution of these instructions acknowledge that the escrow holder assumes no responsibility or liability whatsoever for the supervision of any act or the performance of any condition which is a condition subsequent to the closing of this escrow.
  11. In the absence of instructions to the contrary, you are hereby authorized to utilize wire services, overnight, next day, or other expedited delivery services (as opposed to the regular U.S. Mail) and to charge the respective party's account accordingly.
  12. Concerning any real property involved in this transaction you are released from and shall have no liability, obligation or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1986 as amended, and to Sections 18662 and 18668 of the California Revenue and Taxation Code, (b) advising the parties as to the requirements of said Section 1445, (c) determining whether the transferor is a foreign person or a non-resident under such Section, nor (d) obtaining a non foreign affidavit or other exemption from withholding under said Sections nor otherwise making any inquiry concerning compliance with such Sections by any party to the transaction.
  13. If you pay a demand to pay in full a revolving line of credit or equityline loan, you are hereby instructed on my behalf and for my benefit, to request that the lender issuing said demand cancel said revolving line or equityline of credit.
  14. You are authorized to furnish to any affiliate of Chicago Title Company, any attorney, broker or lender identified with this transaction or any one acting on behalf of such lender any information, instructions, amendments, statements, or notices of cancellation given in connection with this escrow. If any check submitted to escrow is dishonored when presented for payment, you are authorized to notify all principals and/or their respective agents of such non payment.
  15. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Chicago Title Company, as set forth herein.
  16. All funds received in this escrow shall be deposited in accordance with the Purchase and Sale Agreement. The parties to this escrow acknowledge that they have been advised that Chicago Title Company and its affiliates may receive from the financial institutions in which monies in this escrow are being deposited an array of banking services, accommodations or other benefits. Chicago Title Company and its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the financial institutions. All of such services, accommodations and other benefits shall accrue, directly or indirectly, to Chicago Title Company and its affiliates and they shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits. All disbursements shall be made by Chicago Title Company check, unless otherwise instructed.
- Chicago Title Company shall not be responsible for any delay in closing if funds received by escrow are not available for immediate withdrawal. Chicago Title Company may, at its option, require concurrent instructions from all principals prior to release of any funds on deposit in this escrow.
17. You are authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this escrow at the expiration of six (6) years from the close of escrow or cancellation thereof, without liability and without further notice.

#### IMPORTANT NOTICE

Except for wire transfers, funds remitted to this escrow are subject to availability requirements imposed by Section 12413.1 of the California Insurance Code. CASHIER'S, CERTIFIED or TELLER'S checks, payable to CHICAGO TITLE COMPANY are generally available for disbursement on the next business day following the date of deposit.

Other forms of payment may cause extended delays in the closing of your transaction pursuant to the requirements imposed by State Law.

(Wire transfer information available upon request)

**ALL PARTIES TO THIS ESCROW ACKNOWLEDGE THAT CHICAGO TITLE COMPANY DOES NOT PROVIDE LEGAL ADVICE NOR HAS IT MADE ANY INVESTIGATION, REPRESENTATIONS OR ASSURANCES WHATSOEVER REGARDING THE LEGAL ASPECTS OR COMPLIANCE OF THIS TRANSACTION WITH ANY TAX, SECURITIES OR ANY OTHER STATE OR FEDERAL LAWS. IT IS RECOMMENDED THAT THE PARTIES OBTAIN INDEPENDENT LEGAL COUNSEL AS TO SUCH MATTERS.**

THE FOREGOING ESCROW INSTRUCTIONS AND GENERAL PROVISIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE UNDERSIGNED.

Current Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Current Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**EXHIBIT G****CERTIFICATION OF NON-FOREIGN STATUS**

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, CITY OF WHITTIER, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
3. UNION PACIFIC RAILROAD COMPANY'S office address is 1416 Dodge Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT H**

**CALIFORNIA FORM 597-W**

YEAR

20

# Withholding Exemption Certificate and Nonresident Waiver Request for Real Estate Sales

CALIFORNIA FORM

597-W

## Part I Withholding Exemption Certificate

### Seller's Information

Name		<input type="checkbox"/> Social security no. <input type="checkbox"/> CA corp. no. <input type="checkbox"/> FEIN <input type="checkbox"/> SOS file no.	
Street address		PMB no.	
City, State, ZIP Code	Phone number ( )	Ownership percentage	
Property address (if no street address, provide parcel number and county)			

Read the following and check the boxes as they apply (see General Information C, Exemptions from Withholding (Part I) in the instructions for definitions):

YES NO

1. Is the total sale price of this property \$100,000 or less? ☐ YES ☐ NO
2. Are you a resident of California and living at the address shown above? ☐ YES ☐ NO
3. Does the property being sold qualify as your principal residence within the meaning of Internal Revenue Code (IRC) Section 121? ☐ YES ☐ NO
4. Is the seller a corporation that is qualified through the California Secretary of State or that has a permanent place of business in California? ☐ YES ☐ NO
5. Is the seller a partnership or a limited liability company (LLC) with recorded title to the property in the name of the partnership or LLC and will the partnership or LLC file a California tax return to report the sale and withhold on foreign and domestic nonresident partners as required? (Get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, for withholding information.) ☐ YES ☐ NO
6. Is the seller a tax-exempt entity under either California or federal law? ☐ YES ☐ NO
7. Is the seller an irrevocable trust with at least one trustee who is a California resident and will the trust file a California tax return to report the sale and withhold when distributing California source taxable income to nonresident beneficiaries as required? ☐ YES ☐ NO
8. Is the seller an estate where the decedent was a California resident at the time of death and will the estate file a California fiduciary tax return to report the sale and withhold when distributing California source taxable income to nonresident beneficiaries as required? ☐ YES ☐ NO
9. Is the seller a bank or a bank acting as a fiduciary for a trust? ☐ YES ☐ NO
10. Is the seller an insurance company, Individual Retirement Account (IRA), or qualified pension/profit sharing plan? ☐ YES ☐ NO

Under penalties of perjury, I hereby certify that the information provided above is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent. I understand that completing this form does not exempt me from filing a California income tax return to report this sale.

Seller's name (or seller's agent if seller is not an individual) and title (type or print) \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date: \_\_\_\_\_

If you answered "Yes" to any of the above questions, STOP HERE. You are exempt from the nonresident withholding requirements. Provide this form to your escrow company or the buyer (withholding agent).

If you answered "NO" to all of the above questions, you are subject to the nonresident withholding requirements. The required withholding is 3 1/3% of the total sale price. Do you expect your tax liability from the sale of this property to be less than that amount?

- ☐ Yes. Complete the *Nonresident Withholding Waiver Request* (Part II) and send this form to the Franchise Tax Board (FTB).
- ☐ No. STOP HERE. Your escrow officer will withhold 3 1/3% of the total sale price and send it to FTB on your behalf. Obtain the seller's copy of Form 597, Nonresident Withholding Tax Statement for Real Estate Sales, from the escrow officer to attach to your California income tax return when you file and claim the amount withheld.

**Escrow Officer:** If withholding is required, complete Form 597, Nonresident Withholding Tax Statement for Real Estate Sales, and send one copy to the FTB with the payment of withholding and give 2 copies to the seller. The seller needs a copy of Form 597 to claim the withholding credit on the California tax return filed to report the sale.

## Part II Nonresident Withholding Waiver Request

State in detail your reason for requesting a withholding waiver or reduced withholding. If there is more than one nonresident seller, attach a separate sheet listing additional nonresident seller's information. Examples of situations where a waiver or reduced withholding will be allowed are IRC Section 1031 tax-free exchanges, installment sales, multiple sellers, etc.

Attach additional sheets if needed. The FTB cannot make a determination on your request unless you provide all required information and documentation. See instructions.

### Buyer's Information

Name	<input type="checkbox"/> Social security no. <input type="checkbox"/> CA corp. no. <input type="checkbox"/> FEIN <input type="checkbox"/> SOS file no.
Street address	PMB no.
City, State, ZIP Code	Phone number ( )

### Property Information

### Escrow Information

Date seller acquired property:	Name and address of Escrow Company:
Seller acquired property by (check one): <input type="checkbox"/> Purchase <input type="checkbox"/> Inheritance <input type="checkbox"/> Foreclosure/Repossession <input type="checkbox"/> Gift <input type="checkbox"/> 1031 Exchange <input type="checkbox"/> Foreclosure/Repossession call (888) 792-4900 U.S. toll-free or (916) 845-4900 <input type="checkbox"/> Other _____	
Use of property at time of sale: <input type="checkbox"/> Rental / Commercial <input type="checkbox"/> Secondary / Vacation home <input type="checkbox"/> Other (attach explanation)	
Length of time used for this purpose: Years _____ Months _____	Escrow Company email address
Seller's adjusted basis: Purchase price \$ _____ Add: improvements _____ Less: depreciation _____ Adjusted basis \$ _____	Name of Escrow Officer: _____ Escrow number: _____
Provide all required documentation listed in the instructions. Attach any other documents necessary to verify the adjusted basis.	Escrow Company or Officer telephone number: _____ FAX number: _____ ( ) ( )
	Contract price (total sale price): _____ Estimated close of escrow date: _____

## Instructions for Form 597-W

### Withholding Exemption Certificate and Nonresident Waiver Request for Real Estate Sales

References in these instructions are to the Internal Revenue Code (IRC) as of January 1, 1998, and the California Revenue and Taxation Code (R&TC)

### General Information

#### Requirement to File a California Tax Return

A completed and signed Form 597-W, Part I relieves the buyer of the requirement to withhold but does not eliminate the requirement that the seller must file a California tax return and pay the tax due.

#### Private Mailbox (PMB) Number

If you lease a mailbox from a private business rather than from the United States Postal Service, enter your PMB number in the field labeled "PMB no."

### A Purpose

When California real estate is sold by a nonresident, buyers are required by law (R&TC Section 18662) to withhold 3 1/3% of the total sale price unless a withholding exemption is met or the Franchise Tax Board (FTB) authorizes a waiver or reduction in the withholding amount.

- Use Part I of Form 597-W to certify that you meet a withholding exemption for the sale of California real estate; or
- Use Part II of Form 597-W to request a waiver or reduction of the required withholding for the sale of California real estate.

### B What is Real Estate Withholding?

Real estate withholding:

- Is a prepayment of the amount of income tax due from the gain on the sale of California real estate;
- Is not an additional tax on the sale of real estate;
- Is primarily intended to ensure that the income tax owed on the taxable gain from the sale will be paid;
- Reduces the likelihood that the seller will be subject to penalties for underpayment of estimated tax; and

- Is similar to wage withholding. As with wage withholding, the amount withheld is claimed as a credit against the income tax liability computed at the end of the taxable year.

If the amount withheld is more than the income tax liability, the difference will be refunded when a tax return is filed after the end of the taxable year.

### C Exemptions from Withholding (Part I)

The seller is exempt from the withholding requirements if they have answered "Yes" to any of the questions in Part I. The completed Form 597-W, Part I, should be signed by the seller and given to the buyer or other withholding agent who should retain the form for five years following the close of the transaction. The buyer will be relieved of the real estate withholding requirements if the buyer relies in good faith on a completed and signed Form 597-W, Part I. A completed

Form 597-W, Part I, certifying an exemption of withholding does not eliminate the requirement that the seller must file a California income tax return to report the sale and pay any tax due.

The seller should answer "Yes" in Part I when:

1. The **total** sale price of the California real property is \$100,000 or less.
2. The seller is a California resident on the date escrow closes. A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose. Sellers who are uncertain of their residency status can get assistance by calling the FTB at (800) 852-5711 or by getting FTB Pub. 1031, Guidelines for Determining Resident Status, for more information.
3. The property qualifies as the seller's principal residence under IRC Section 121. The home in which you live is your principal residence. You can only have one principal residence at a time. If you have two homes and live in both of them, the principal residence is the one you lived in most of the time. Even though you do not currently live in the property, it may still qualify as your principal residence for purposes of the withholding exemption. An example is a former California resident who moved out of state prior to the close of escrow. The property can qualify for the withholding exemption if it qualifies for the exclusion of income under IRC Section 121. An individual can exclude up to \$250,000 (up to \$500,000 for a married couple) of the gain on the sale of a principal residence. Sellers can qualify for this exclusion if, during the 5-year period ending on the date of the sale, they owned and lived in the property as their principal residence for at least 2 years. For examples and more details, get federal Publication 523, Selling Your Home, by accessing the Internal Revenue Service's (IRS) website at: [www.irs.gov](http://www.irs.gov) or by calling the IRS at (800) 829-3676.
4. The seller is a corporation that is qualified through the California Secretary of State to do business in California or has a permanent place of business in California immediately after the transfer. A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business, such as a corporation engaged exclusively in interstate commerce, will be considered as having a permanent place of business in California only if it maintains a permanent office in California and the

office is permanently staffed by its employees.

5. The seller is a partnership or LLC and the recorded title to the property is in the name of the partnership or LLC. A partnership includes a syndicate, group pool, joint venture, or other unincorporated organization through which the business operation is carried on and which is not a corporation, trust, or estate. A partnership or LLC may be required to withhold on distributions of California source income to nonresident partners or members. For more information, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines.
6. The seller is exempt from tax under either California or federal law.
7. The seller is a California irrevocable trust. For withholding purposes, an irrevocable trust is considered a California trust if at least one trustee is a California resident. Irrevocable trusts are required to withhold on distributions of California source income to their nonresident beneficiaries. **Note:** If the seller is a revocable/grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors of a revocable/grantor trust are residents of California, no withholding is required.
8. The seller is a California estate. For withholding purposes, an estate is considered a California estate if the decedent was a California resident at the time of death. Estates are required to withhold on distributions of California source income to their nonresident beneficiaries.
9. The seller is a bank or a bank acting as the fiduciary for a trust.
10. The seller is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

## D Nonresident Withholding Waiver Request (Part II)

This section should be completed if you do not meet any of the exemptions to withholding as shown in Part I and you believe that your estimated tax liability from the sale will be less than the required withholding.

Waiver requests are handled on a case-by-case basis. Generally, the FTB will reduce or eliminate the withholding amount when:

- The 3 1/3% withholding amount exceeds the estimated California tax liability from the sale; for example:
- |                               |           |
|-------------------------------|-----------|
| Selling Price .....           | \$250,000 |
| Withholding Rate .....        | x 3.33%   |
| Withholding Amount .....      | \$ 8,325  |
| Gain on Sale .....            | \$ 50,000 |
| Maximum Tax Rate .....        | 9.3%*     |
| Estimated Tax Liability ..... | \$ 4,650  |

\*The maximum tax rates are 9.3% for individuals and 8.84% for corporations.

In this example, the withholding amount would be reduced to \$4,650. If the documentation provided shows that the estimated tax liability will be \$0 from the sale, a full waiver will be granted.

- The transaction involves an IRC Section 1031 exchange, a foreclosure, or an installment sale; or
- The transaction involves multiple sellers, some of whom are nonresidents of California.

**Note:** The withholding amount is 3 1/3% of the total sale price regardless of the percentage of interest owned in the property.

To receive a prompt determination, include all required information and documentation to support your request. Failure to include the required information, signatures, and documents can result in either a delay or denial of your request. Below is a list of the minimum documentation required for the FTB to make a determination. Do not send original documents.

This is a general guide. Additional information may be requested on a case-by-case basis.

- **Loss or Small Gain**
  - ☐ The current sale escrow document (estimated closing statement or closing statement).
  - ☐ Purchase escrow document (closing statement) from the original transaction.
  - ☐ List of any improvements and related costs.
- **Inherited Property**
  - ☐ The current sale escrow document (estimated closing statement or closing statement).
  - ☐ The court documents showing the fair market value of the property at the time of inheritance, or the death certificate if the death occurred less than one year ago.

If the property was inherited more than two years ago, also:

- ☐ State whether the property was a rental. If yes, state how long it was rental property.
- ☐ List any improvements since the date of inheritance and related costs.
- **IRC Section 1031 Exchange**
  - ☐ Completed and signed California Form 597-E, Nonresident Withholding Exchange Affidavit.
  - ☐ The current sale escrow document (estimated closing statement, or closing statement).
  - ☐ On Form 597-E indicate the basis of the property being sold.
  - ☐ On Form 597-E indicate the state where the replacement property is located.

**FIRST AMENDMENT TO  
DONATION, PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

THIS FIRST AMENDMENT TO DONATION, PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Amendment") is made as of November 15, 2001, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller"), and CITY OF WHITTIER, a municipal corporation of the State of California ("Buyer").

**Recitals**

A. WHEREAS, Buyer and Seller entered into that certain Donation, Purchase and Sale Agreement and Escrow Instructions, dated as of November 1, 2001 (the "Purchase Agreement"), with respect to certain real property located in Whittier, California, commonly known as the Anaheim Branch;

B. WHEREAS, in consideration of Buyer's agreement to accept the Property in its present physical and environmental condition, the parties hereto desire to amend the Purchase Agreement as set forth herein.

**Agreement**

NOW THEREFORE, the parties hereto agree as follows:

1. Except as otherwise expressly defined herein, all capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.
2. Sections 3.1.2 and 3.1.3 of the Purchase Agreement are hereby amended to read as follows:

3.1.2 Release. Except for any breach of Seller's express obligations under this Agreement, or any breach of Seller's express representations and warranties in this Agreement, Buyer, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, agents, or any other person acting on behalf of Seller, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer now has or which Buyer may have in the future on account of or in any way arising out of or in connection with the Condition of the Property, including, without limitation, the known or unknown physical or environmental condition of the Property (including, without limitation, any contamination in, on, or under the Property by any hazardous or toxic substance or material), or any federal, state or local

law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act. With respect to the foregoing release, Buyer expressly waives the benefits and protections of Section 1542 of the Civil Code of the State of California, which reads as follows:

**1542. Certain Claims Not Affected by General Release.**

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

**3.1.3 Responsibility.** From and after Closing, Buyer shall have full responsibility with respect to the Condition of the Property, but only to the extent the same is known to Buyer as of the Closing (the "Known Condition of the Property"), including, without limitation, the known physical or environmental condition of the Property (including, without limitation, any contamination in, on, or under the Property by any hazardous or toxic substance or material), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, and any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, damages, losses, costs, liabilities and expenses, including attorney's fees, in any way arising out of or connected with the Known Condition of the Property.

3. Except as expressly amended herein, all of the terms and conditions of the Purchase Agreement shall remain in full force and effect.

4. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment effective as of the date first above written.

**SELLER:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By:   
Title: Assistant Vice President

**BUYER:**

**CITY OF WHITTIER, a municipal corporation  
of the State of California**

By: \_\_\_\_\_  
Steve Helvey, City Manager

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Richard D. Jones, City Attorney

ATTEST:

\_\_\_\_\_  
Kathryn A. Marshall, City Clerk

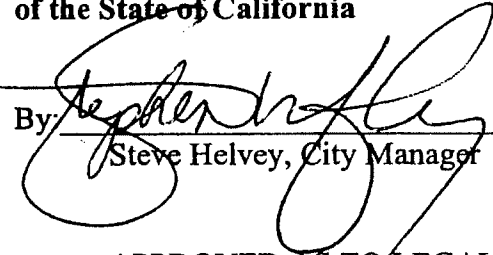
**SELLER:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

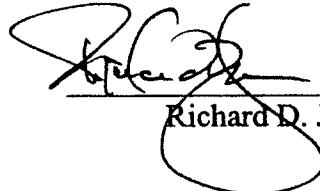
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

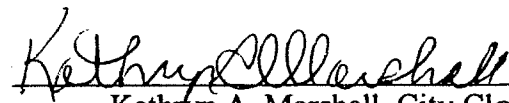
**CITY OF WHITTIER, a municipal corporation  
of the State of California**

By:   
Steve Helvey, City Manager

**APPROVED AS TO LEGAL FORM**

  
Richard D. Jones, City Attorney

**ATTEST:**

  
Kathryn A. Marshall, City Clerk



2001A218

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CITY OF WHITTIER  
ATTN: City Manager  
13230 Penn Street  
Whittier, CA 90602

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

COPY of Document 01 2403782

Has not been compared with original.  
Original will be returned when  
processing has been completed  
LOS ANGELES COUNTY REGISTRAR • RECORDER/COUNTY

8:00

DEC 17 2001

(Space above line for Recorder's use only)

APN See attached Legal Description  
for APN numbers

This instrument is exempt from  
Recording Fees (Govt. Code  
§27383) and from Documentary  
Transfer Taxes (R&T Code §11922)

**ACCOMMODATION ONLY**

### QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, successor in interest by merger to Union Pacific Railroad Company, a Utah corporation, and formerly known as Southern Pacific Transportation Company, a Delaware corporation ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto CITY OF WHITTIER, a municipal corporation of the State of California ("Grantee"), whose address is 13230 Penn Street, Whittier, California 90602, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in the City of Whittier, Los Angeles County, State of California, as more particularly described in Exhibit A, hereto attached and hereby made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, all railroad tracks, ties, appurtenances, and crossing equipment located on the Property (collectively, the "Trackage"), together with the right of ingress and egress thereto for the removal of the Trackage. Grantor shall remove all Trackage within six (6) months after the date of delivery of this deed (except for Trackage within crossings, which Grantor is not required to remove).

This document filed for recording  
by Chicago Title Insurance and trust  
as an accommodation only. It has not  
been examined as to its execution or  
as its effect upon the title.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging; TO HAVE AND TO HOLD, subject to the aforesaid provisions, the Property unto the said Grantee and unto its successors and assigns.

The Property is conveyed to Grantee pursuant to effective orders of the Surface Transportation Board (the "STB") applying Section 8(d) of the National Trails System Act, 16 U.S.C. Section 1247(d). The Property shall remain under the jurisdiction of the STB (or its successor agency) pursuant to applicable regulations of said agency for reactivation of freight rail service and for interim trail use. In the event Grantee shall apply to the STB (or its successor agency) to cease railbanking all or any portion of the Property, Grantor shall not object to such application.

Grantor hereby grants to Grantee an option for a period of 99 years after the date of this Deed to acquire Grantor's residual right to reactivate freight rail service on all or any portion of the Property. Such option (i) shall be exercisable upon 10 days prior written notice to Grantor after Grantee has obtained regulatory authority to acquire such residual right, and upon tender of \$10 as additional consideration, or (ii) may be waived by Grantee upon written notice to Grantor.

In the event Grantor reactivates freight rail service on any portion of the Property, Grantor (i) shall reimburse Grantee, or cause Grantee to be reimbursed, for the amount Grantee has paid for the portion of the Property in question, including all trail-related or rail-related improvements, or the current market value of the portion of the Property in question, whichever is greater, and (ii) shall be solely responsible for the restoration of tracks, ties and other structures.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 16<sup>th</sup> day of December, 2001.

Attest:

UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation

Berlana Horden  
Assistant Secretary

By: [Signature]  
Title: Assistant Vice President

(Seal)

STATE OF NEBRASKA   )  
   )  
 COUNTY OF DOUGLAS   )

On December 10, 2001, before me, a Notary Public in and for said County and State, personally appeared R.D. UHRICH and Barbara Holder, Assistant Vice President and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Donna M. Coltrane  
 Notary Public

(SEAL)

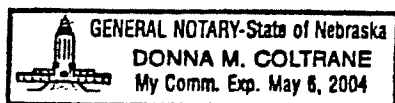


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL ONE: (V6A-1-07)  
(APN NONE SHOWN)

*PIONEER BLVD.*

PARCEL TWO: (V6A-1-08):  
(APN 8130-21-800-PORITION)

That certain parcel of land as conveyed by Deed dated March 16, 1917 executed by E.B. Manning et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded July 21, 1917 in Book 6580 of Deeds, Page 118, Los Angeles County Records, described as follows:

A portion of Lot 33 of Rancho Paso de Bartolo, County of Los Angeles, State of California, as per map recorded in Book 999, Page 81 of Deeds, et seq., Records of said County, described as follows:

BEGINNING at the most Northerly corner of said Lot 33; thence South 39°45'45" West along the Northwestern line of said lot, being the Easterly line of Guirado Road, 46.94 feet to a point distant 25 feet Westerly from, measured at right angles, to the center line of the Los Angeles & Salt Lake Railroad as now located across said lot; thence Southeasterly parallel to said center line along a curve (the long chord of which bears South 39°44'50" East 139.64 feet) concave to the Northeast of radius 1935.08 feet for 139.67 feet to a point on the Northeasterly line of said Lot 33, being also the Southwesterly line of Lot 16 of Citrus Grove Heights as per Map recorded in Book 22, Pages 86-87 of Maps, distant Northerly 89.68 feet from the Southerly corner of said Lot 16; thence North 22°27' West along the Northeasterly line of said Lot 33, 155.22 feet to the Point of Beginning.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to E.B. Manning recorded March 16, 1918 in Book 6584 of Official Records, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 233 of Deeds, Records of Los Angeles County.  
November 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 5353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL THREE: (V6A-1-09)**  
**(APN 8130-21-800 PORTION)**

That certain parcel of land as conveyed by Deed dated September 20, 1916 executed by E. Kirkwood, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded November 1, 1916 in Book 6290 of Deeds, Page 251, Los Angeles County Records, described as follows:

BEGINNING at the most Southerly corner of Lot 16 of Citrus Grove Heights, as per Book 22, Pages 86-87 of Los Angeles County Records; thence Northeasterly along the Southeast line of said Lot 16, 81.93 feet to a point; thence Northwesterly along a curve concave to the Northeast of radius 1885.08 feet, 219.89 feet to a point on the Northwesterly line of said Lot 16; thence Southwesterly along said Northwesterly line 4.31 feet to the most Westerly corner of said Lot 16; thence Southeasterly along the Southwest line of said Lot 16, 244.90 feet to the Point of Beginning.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to E.B. Manning recorded March 16, 1918 in Book 6584 of Official Deeds, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 233 of Deeds, Records of Los Angeles County.  
December 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 6353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL FOUR: (V6A-1-10)**  
**(APN 8130-21-801)**

That certain parcel of land as conveyed by Deed dated October 21, 1916 executed by John William East et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 25, 1916 in Book 6290 of Deeds, Page 233, Los Angeles County Records, described as follows:

All that portion of Lot 17 of Citrus Grove Heights, County of Los Angeles, State of California, as per map recorded in Book 22, Pages 86-87, Maps, records of said County, lying Southwesterly of a line uniformly 15 feet Northeasterly from measured at right angles to the following described center line and its prolongations of the Los Angeles & Salt Lake Railroad as now located across said Lot 17;

BEGINNING at a point on the Northwesterly line of Lot 17, 56.81 feet Northeasterly from the most Westerly corner thereof; thence Southeasterly along a curve concave to the Northeast of radius 1910.08 feet for 244.9 feet to a point of spiral transition curve; thence Southeasterly along said spiral transition curve, concave to the Northeast decreasing from 3° to 0° in 180 feet for 85.5 feet to a point on the Southeast line of said Lot 17, 62.62 feet from the most Northerly corner thereof.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to

E.B. Manning recorded March 16, 1918 in Book 6584 of Official Records, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 233 of Deeds, Records of Los Angeles County.  
November 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 6353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL FIVE: (V6A-1-11)**  
**(APN 8130-21-802)**

That certain parcel of land as conveyed by Deed dated December 7, 1916 executed by W.N. Tomlinson et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 12, 1916 in Book 6377 of Deeds, Page 249, Los Angeles County Records, described as follows:

That portion of Lot 18 of Citrus Grove Heights, in the County of Los Angeles, State of California, as per map recorded in Book 22, Pages 86-87 of Maps, in the Office of the County Recorder of said County, lying Southeasterly of a line drawn parallel to and distant Northeasterly 15 feet, measured at right angles, from the following described center line, and the prolongation thereof, of the Los Angeles and Salt Lake Railroad Company, to-wit;

BEGINNING at a point in the Northwesterly line of said Lot, distant Northeasterly 62.62 feet from the most Westerly corner of said Lot; thence Southeasterly, along a transition curve, concave to the Northeast and decreasing in degree of curve 0°01' for each one foot of arc, a distance of 94.50 feet to end of said curve, from which point the Point of Beginning bears North 54°09'05" West 94.50 feet, thence on a tangent to said curve South 54°24' East 236.30 feet to a point in the Southeasterly line of said Lot 18, distant North Easterly 57.94 feet from the most Southerly corner of said lot.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to E.B. Manning recorded March 16, 1918 in Book 6584 of Official Records, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 233 of Deeds, Records of Los Angeles County.  
November 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 6353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL SIX: (V6A-1-12)**  
**(APN 8130-21-803 PORTION)**

That certain parcel of land as conveyed by Deed dated October 14, 1916 executed by German American Trust and Savings Bank to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6363 of Deeds, Page 195, Los Angeles County Records, described as follows:

That portion of Lot Nineteen (19) Citrus Grove Heights, as per Book 22, Pages 86 and 87 of Maps, Los Angeles County Records, lying Southeasterly of a line uniformly 15 feet Northeasterly from and measured normally to the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad Company as now located across said lot;

BEGINNING at a point on the Northwestern line of Lot 19, distant 57.94 feet from the most Westerly corner of said Lot 19, thence South 54°24' East, 330.77 feet to a point on the Southeasterly line of said Lot 19 distant 85.81 feet from the most Southerly corner of said Lot.

EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to E.B. Manning recorded March 16, 1918 in Book 6584 of Official Records, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.

October 25, 1916 in Book 6290 Page 233 of Deeds, Records of Los Angeles County.

November 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.

October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.

November 20, 1916 in Book 6353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL SEVEN: (V6A-1-13)  
(APN 8130-21-803 PORTION)**

That certain parcel of land as conveyed by Deed dated October 27, 1916 executed by B.W. Sawyer et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded November 20, 1916 in Book 6353 of Deeds, Page 327, Los Angeles County Records, described as follows:

All that part of Lot Twenty (20) of Citrus Grove Heights, County of Los Angeles, State of California, as per map recorded in Book 22, Pages 86 and 87 of Maps, of said County, lying Southwesterly of a line twenty-five (25) feet Northeasterly from, measured at right angles to the following described center line and its prolongation's of the Los Angeles & Salt Lake Railroad as now located across said Lot Twenty (20);

BEGINNING at a point on the Northwestern line of Lot Twenty (20), distant 85.81 feet from the most Westerly corner of said Lot; thence South 54°24' East, 330.77 feet to a point on the Southeasterly line of said Lot Twenty (20), 33.92 feet; from the most Southerly corner of said Lot.



EXCEPTING THEREFROM all that portion conveyed by Quitclaim Deed dated March 12, 1916 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to E.B. Manning recorded March 16, 1918 in Book 6584 of Official Records, Page 221, Los Angeles County Records, described as follows:

All that portion of Lots 16, 17, 18, 19 and 20 of Citrus Grove Heights, as per map thereof, recorded in Book 22, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line drawn parallel to and distant Southwesterly 25 feet from the center line of the railroad of said grantor, as said center line is described in Deeds recorded as follows:

November 1, 1916 in Book 6290 of Deeds, 251 of Deeds, Records of Los Angeles County.  
October 25, 1916 in Book 6290 Page 13 of Deeds, Records of Los Angeles County.  
November 12, 1916 in Book 6377, Page 249 of Deeds, Records of Los Angeles County.  
October 24, 1916 in Book 6363 Page 195 of Deeds, Records of Los Angeles County.  
November 20, 1916 in Book 6353 Page 327 of Deeds, Records of Los Angeles County, Calif.

**PARCEL EIGHT: (V6A -1-14) -  
(APN 8130-21-803)**

That certain parcel of land as conveyed by Deed dated September 20, 1916 executed by A.C. Maple et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6367 of Deeds, Page 145, Los Angeles County Records, described as follows:

That portion of Lot 21, Citrus Grove Heights as per Book 22, Pages 86-87 of Miscellaneous Records of said Los Angeles County, lying Southwesterly of a line uniformly 25 feet Northeasterly from and measured normally to the following described center line of the Los Angeles & Salt Lake Railroad as now located across said lot;

BEGINNING at a point on the Northwestern line of Lot 21, distant 33.92 feet from its most Westerly corner; thence South 54°24' East, 82.48 feet to a point; thence Southeasterly along a curve concave to the Southwest of radius of 2864.93 feet, 248.04 feet to a point on the Southeasterly line of said Lot 21 distant 24.43 feet from its most Southerly corner.

**PARCEL NINE (V6A-1-15)  
(APN 8130-21-803 PORTION)**

That certain parcel of land as conveyed by Deed dated October 12, 1916 executed by Francis D. Cope, a single man to Los Angeles & Salt Lake Railroad Company, a Utah corporation, recorded October 17, 1916 in Book 6353 of Deeds, Page 190, Los Angeles County Records, described as follows:

That portion of Lot 22 of Citrus Grove Heights, in the County of Los Angeles, State of California, as per map recorded in Book 22, Page 86 of Maps, in the Office of the County Recorder of said County, lying Southwesterly of a line distant Northeasterly, measured at right angles, 25 feet from the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad, as now located across said Lot 22; Beginning at a point in the Northwest line of said Lot 22, 24.43 feet Northerly from the most Westerly corner thereof ; thence Southeasterly along a curve concave to the Southwest, with a radius of 2864.93 feet, 331.14 feet to a point in the Southeast line of said Lot 22, 34.06 feet Northerly from the most Southerly corner of said Lot 22;

Also that portion of Lot 23 of said Citrus Grove Heights, lying Southwesterly of a line distant Northeasterly, measured at right angles, 25 feet from the following described center line and its prolongation's of the Los Angeles & Salt Lake Railroad, as now located across said Lot 23; Beginning at a point on the Northwestern line of said Lot 23, 34.06 feet Northerly from the most Westerly corner of said Lot 23; thence Southeasterly along a curve concave to the Southwest

with a radius of 2864.93 feet, 176.65 feet to a point of tangency; thence South 39°17' East 158.64 feet to a point on the Southeasterly line of said Lot 23, 27.35 feet Northerly from the most Southerly corner of said Lot 23.

**PARCEL TEN (V6A-1-16)**  
**(APN NONE SHOWN)**

***NORWALK BOULVEARD UNDERPASS***

**PARCEL ELEVEN (V6A-1-17)**  
**(APN 8132-8-800 PORTION)**

That certain parcel of land as conveyed by Deed dated December 12, 1916, executed by Gurney D. Maple et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded January 4, 1917 in Book 6380 of Deeds, Page 248, Los Angeles County Records, described as follows:

That portion of Lot 18 of West Whittier, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 81 et seq., of Deeds, Records of said County, lying Southwesterly of a line parallel with and distant 35 feet Northeasterly, measured at right angles, from the following described center line and the prolongation thereof of the Los Angeles & Salt Lake Railroad.

Also that portion of Lot 19, of said West Whittier lying North of a line parallel with and distant 496 feet North of the South line of said Lot, and Southwesterly of a line parallel with and distant 35 feet Northeasterly, measured at right angles from the following described center line and the prolongation thereof, of said Los Angeles & Salt Lake Railroad, said center line being described as follows:

Beginning at a point in the Northwestern line of said Lot 18 of West Whittier, being also the Southeasterly line of the Workman Mill Road, distant Northeasterly 25.57 feet from the most Northerly corner of Lot "A" of Tract No. 2239 as per Map recorded in Book 28, Page 94 of Maps, in the Office of the County Recorder of said County, thence South 39°17' East 495.98 feet more or less, to a point in the South line of the above described portion of Lot 19 distant Easterly 42.90 feet from the intersection of said Southerly line with the Northeasterly line of said Lot "A" of Tract No. 2239.

EXCEPTING from the above described property that portion thereof lying Southwesterly of the Northeasterly line of said Lot "A" Tract No. 2239.

**PARCEL TWELVE (V6A-1-18)**  
**(APN 8132-8-800 PORTION)**

That certain parcel of land as conveyed by Deed dated December 14, 1916 executed by John Chalmers Newsom et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 23, 1916 in Book 6401 of Deeds, Page 123, Los Angeles County Records, described as follows:

That portion of Lot 19 of West Whittier, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 81 et seq., of Deeds, Records of said County, lying South of a line distant 496 feet North of and parallel with the South line of said Lot, and Southwesterly of a line parallel with and distant 35 feet Northeasterly, measured at right angles, from the following described center line, and the prolongation thereof, of the Los Angeles & Salt Lake Railroad to-wit;

BEGINNING at a point in the South line of said Lot 19, distant Easterly 271.32 feet from the point of intersection of said South line with the Northeasterly line of Lot "A" of Tract No. 2239 per Map recorded in Book 28, Pages 94 and 95 of Maps in the Office of the County Recorder of said County; thence North 39°17' West, 642.16 feet, more or less, to a point

in the North line of the above described portion of said Lot 19 of West Whittier, distant Easterly 42.90 feet from the intersection of said North line with the Northeasterly line of said Lot "A" of Tract No. 2239.

EXCEPTING from the above described portion of said Lot 19, the Westerly portion thereof lying Southwesterly of the Northeasterly line of said Lot "A" Tract No. 2239.

EXCEPTING THEREFROM all that portion of land as conveyed by Quitclaim Deed dated February 28, 1919, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a corporation to Peter Schmitz, recorded March 6, 1919 in Book 6795 of Deeds at Page 319, Los Angeles County Records, described as follows:

That portion of Lot 19 of West Whittier in the City of Whittier, as per Map recorded in Book 999, Page 81, et seq., of Deeds, Records of Los Angeles County, California, as conveyed to the Los Angeles & Salt Lake Railroad Company by John O. Newsom and Jessie W. Newsom, by Deed recorded in Book 6401, Page 123 of Deeds, records of said County, lying Southwesterly of a line parallel with and distant 35 feet Southwesterly measured at right angles from the following described center line of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southerly line of said Lot 19 distant Easterly 371.32 feet from the point of intersection of said South line with the Northeasterly line of Lot "A" of Tract No. 2239, as per Map recorded in Book 28, Page 94 and 95 of Maps in Records of said County; thence North  $39^{\circ}17'$  West a distance of 642.16 feet to a point which is distant 33.14 feet Northeasterly, measured at right angles, from the Northeasterly line of said Lot "A", Tract No. 2239.

**PARCEL THIRTEEN (V6A-1-19)**  
**(APN 8132-9-800)**

That certain parcel of land as conveyed by Deed dated December 29, 1916 executed by Laura E. Brodrick, a widow to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 15, 1917 in Book 6418 of Deeds, Page 77, Los Angeles County Records, described as follows:

A strip of land 70 feet in width through Lot 20 of West Whittier, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 87 of Deeds, records of said County, lying uniformly 35 feet on each side of the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad as now located across said Lot;

BEGINNING a point on the North line of said Lot 20, 773.29 feet Westerly from the Northeast corner thereof; thence South  $39^{\circ}17'$  East, 854.26 feet to a point on the South line of Said Lot 20, 235.32 feet Westerly from the Southeast corner thereof.

**PARCEL FOURTEEN (V6A-1-20)**  
**(APN 8132-9-801 PORTION)**

That certain parcel of land as conveyed by Deed dated January 4, 1917, executed by A.H. Gregg et al, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 24, 1917 in Book 6446 of Deeds, Page 67, Los Angeles County Records, described as follows:

A strip of land 70 feet in width through a portion of Lot 21 of West Whittier, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 87 of Deeds, Records of said County, lying 35 feet on each side of the following described center line and the prolongation thereof of the Los Angeles & Salt Lake Railroad, to wit;

BEGINNING at a point in the North line of said Lot distant Westerly 235.32 feet from the Northeast corner thereof; thence South 39°17' East, 310.66 feet to a point distant Westerly 39.67 feet measured along a line distant North 420 feet from and parallel to the South line of said Lot, from the East line thereof, said East line being also the West line of Palm Avenue.

**PARCEL FIFTEEN (V6A-1-21)  
(APN 8132-9-800 PORTION)**

That certain parcel of land as conveyed by Deed dated January 4, 1917 executed by A.H. Gregg et al, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 24, 1917 in Book 6446 of Deeds, Page 66 Los Angeles County Records, described as follows:

That portion of Lot 21 of West Whittier in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 87 of Deeds, records of said County, described as follows:

BEGINNING at a point in the East line of said Lot, being also the West line of Palm Avenue, distant North 315.76 feet from the Southeast corner of said Lot; thence North along the East line of said Lot, 104.24 feet; thence North 89°37' West parallel with the South line of said Lot 84.97 feet; thence South 39°02' East 134.92 feet to the Point of Beginning.

**PARCEL SIXTEEN (V6A-1-22 ALSO SHOWN AS V6A-S1 & 2-22)  
(APN NONE SHOWN)**

***PALM AVENUE***

**PARCEL SEVENTEEN (V6A-1-23 ALSO SHOWN AS V6- S1 & 2-23)  
(APN 8132-25-800 PORTION)**

That certain parcel of land as conveyed by Deed dated October 3, 1916, executed by George F. Prince et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 4, 1916 in Book 6323 of Deeds, Page 263, Los Angeles County Records, described as follows:

A strip of land Fifty (50) feet in width through the West half of Lot Twelve (12) of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of West Whittier Tract, as per map recorded in Book 60, Page 2, Miscellaneous Records, lying Twenty-Five (25) feet on each side of the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad as now located across said Lot;

BEGINNING at a point in the South line of said Lot twelve (12) distant 242.65 feet from the South West corner of said West half of Lot Twelve (12); thence North 39°16'50" West 385.43 feet to a point on the Westerly line of said Lot distant 297.69 feet from the South West corner of said Lot Twelve.

**PARCEL EIGHTEEN (V6A-1-24 ALSO SHOWN AS V6A-S1 & 2-24)  
(APN 8132-25-800 PORTION)**

That certain parcel of land as conveyed by Deed dated September 20, 1916, executed by Peter Schmitz et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 6, 1916 in Book 6341 of Deeds, Page 274, Los Angeles County Records, described as follows:

A 50 feet strip through a portion of Lot 13, of Cohn's partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of the West Whittier Tract as per Book 60, Page 8, Los Angeles County Miscellaneous Records, lying 25 feet on each side of the following described centerline and its prolongation of the Los Angeles & Salt Lake Railroad as per located across said Lot;

BEGINNING at a point on the North line of Lot 13, 242.68 feet from the Southwest corner of said lot, thence South 39°16'50" East, 427.13 feet to a point on a line 330 feet South of the North line of said Lot; said point being 511.54 feet from the West line of said Lot 13.

**PARCEL NINETEEN (V6A-1-25 ALSO SHOWN AS V6A-S1 & 2-25)  
(APN 8132-25-800 PORTION)**

That certain parcel of land as conveyed by Deed dated October 23, 1916 executed by Emma Diffenderfer et vire, to Los Angeles & Salt Lake Railroad Company, a corporation organized under the State of Utah, recorded November 21, 1916 in Book 6303 of Deeds, Page 333, Los Angeles County Records, described as follows:

That part of the West half of the South half of Lot 13 of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of the West Whittier Tract, as per Map recorded in Book 60, Page 2, Miscellaneous Records of said County, described as follows:

BEGINNING at a point in the North line of said West half of the South half of Lot 13 South 89°37' East 465.50 feet from the Northwest corner of said West half of the South half of Lot 13; thence along said North line South 89°37' East 164.50 feet to the center of said Lot 13; thence South along the Easterly line of the West half of said Lot 13, 201.42 feet to a point, said point being 128.47 feet from the Southeast corner of the West half of said Lot 13; thence North 39°5' West 260.90 feet to the Point of Beginning.

EXCEPTING THEREFROM all that portion of land as conveyed by Quitclaim Deed dated June 8, 1917 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a corporation, to Peter Schmitz recorded June 27, 1917 in Book 6512 of Deeds, Page 165, Los Angeles County Records, described as follows:

That portion of the West half of the South half of Lot Thirteen (13) of Cohn's Partition of Lots one (1), two (2), three (3), four (4), eleven (11), twelve (12), thirteen (13) and twenty-two (22) of the West Whittier Tract, in the City of Whittier, County of Los Angeles, State of California, as per Map recorded in Book 60, Page 2, Miscellaneous Records of said County, lying Northeasterly of a line distant Northeasterly 25 feet, measured at right angles from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the North line of said West half of the South half of Lot 13, distant Easterly 511.64 feet from the Northwest corner of said West half of the South half of Lot 13; thence South 39°17' East, 188.98 feet more or less to a point in the East line of said West half of the South half of Lot 13 distant North 184.79 feet from the Southeast corner of said West half of the South half of Lot 13.

**PARCEL TWENTY (V6A-1-26 ALSO SHOWN AS V6A-S1 & 2-26)  
(APN 8132-26-800)**

That certain parcel of land as conveyed by Deed dated September 19, 1916 executed by John M. Land et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 23, 1916 in Book 6368 of Deeds, Page 141, Los Angeles County Records, described as follows:

That portion of the South half of the East half of Lot 13 of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of West Whittier Tract, as per Miscellaneous Records of Los Angeles County Book 60, Page 2, lying Southwesterly of a line 35 feet Northeasterly of, measured at right angles to and parallel to the following described center line of the Los Angeles & Salt Lake Railroad as now located across said Lot 13;

BEGINNING at a point on the South line of Lot 13, 479.09 feet Westerly from the Southeast corner of said Lot 13; thence North 39°17' West, 239.18 feet to a point on the North and South center line of said Lot, distant 184.79 feet Northerly from the South line of said Lot.

EXCEPTING THEREFROM that certain parcel of land as conveyed by Quitclaim Deed dated January 8, 1919, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a corporation to J.J. Workman recorded January 16, 1919 in Book 6794 of Deeds, Page 47, Los Angeles County Records, described as follows:

That portion of the South half of the East half of Lot 13 of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of West Whittier Tract, as per Book 60, Page 2 Miscellaneous Records of Los Angeles County, California, as conveyed to the Los Angeles & Salt Lake Railroad Company, by John M. Land and Emma C. Land by Deed recorded in Book 6368 Page 141 of Deeds, Records of said County, lying Southwesterly of a line parallel with and distant 35 feet Southwesterly measured at right angles from the following described center line of the Los Angeles & Salt Lake Railroad to-wit:

BEGINNING at a point on the South line of Lot 13, 479.09 feet Westerly from the Southeast corner of said Lot 13, thence North 39°17' West, 259.18 feet to a point on the North and South center line of said lot, distant 184.79 feet Northerly from the South line of said lot.

**PARCEL TWENTY-ONE (V6A-1-27 ALSO SHOWN AS V6A-S1 & 2-27)  
(APN 8140-10-800)**

That certain parcel of land as conveyed by Deed dated September 30, 1916 executed by George S. Weinshank et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 30, 1916 in Book 6307, Page 321, Los Angeles County Records, described as follows:

A strip of land 70 feet in wide, extending from the North line to the East line of Lot 15 of West Whittier, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 999, Page 87 of Deeds, records of said County being 35 feet on each side of the located center line of the Los Angeles & Salt Lake Railroad Company, said center line intersecting the North line of said lot as a point distant Westerly 479.09 feet from the Northeast corner thereof and extending thence South 39°16'50" East 760.76 feet and intersecting the East line of said Lot at a point distant South 587.76 feet from the Northeast corner thereof.

**PARCEL TWENTY-TWO (V6A-1-28 ALSO SHOWN AS V6A-S1 & 2-28)  
(APN NONE SHOWN)**

***MAGNOLIA AVENUE***

**PARCEL TWENTY-THREE (V6A-2-29 ALSO SHOWN AS V6A-S1 & 2-29)  
(APN 8140-11-800)**

That certain parcel of land as conveyed by Deed dated January 3, 1917, executed by Amanda P. Wiggin et al, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded January 31, 1917 in Book 6415 of Deeds, Page 254, Los Angeles County Records, described as follows:

That portion of Lot 2 of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of the West Whittier Tract in the of City of Whittier, County of Los Angeles, State of California as per map recorded in Book 60, Page 2, Miscellaneous Records of said County described as follows:

BEGINNING at the Southwest corner of said Lot 2; thence Northerly along the West line thereof, being also the East line of Magnolia Avenue, 53.20 feet to a point distant 35 feet Northeasterly from, measured at right angles to the located center line of the Los Angeles & Salt Lake Railroad Company; thence South 39°17' East parallel with said center line 68.86 feet to a point on the South line of said Lot 2; thence Westerly along said South line 43.37 feet to the Point of Beginning.

**PARCEL TWENTY-FOUR (V6A-2-30 ALSO SHOWN AS V6A-S1 & 2-30)  
(APN 8140-13-800 PORTION)**

That certain parcel of land as conveyed by Deed dated November 6, 1916, executed by Whittier Brick Company to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded January 2, 1917 in Book 6399 of Deeds, Page 187, Los Angeles County records, described as follows:

A strip of land 60 feet in width through a portion of the West half of Lot 1 of Cohn's partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22 of the West Whittier Tract, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 60, Page 2, Miscellaneous Records of said County, lying uniformly 35 feet Northeasterly of and 25 Southwesterly of the following described center line and its prolongation's of the Los Angeles & Salt Lake Railroad as now located across said West half of Lot One (1):

BEGINNING at a point on the West line of said Lot 1, being the East line of Magnolia Avenue, 2.38 feet Southerly from the Northwest corner thereof; thence South 39°17' East 389.02 feet to a point on the East line of the land conveyed to the Whittier Brick Company by Deed recorded in Book 2729, Page 243 of Deeds, 302.69 feet Southerly from the Northeast corner thereof.

**PARCEL TWENTY-FIVE (V6A-2-31 ALSO SHOWN AS V6A-S1 & 2-31)  
(APN 8140-13-800 PORTION)**

That certain parcel of land as conveyed by Deed dated May 8, 1917, executed by John Cole et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded May 21, 1917 in Book 6481 of Deeds, Page 276, Los Angeles County Records, described as follows:

A strip of land 60 feet in width through a portion of the West half of Lot 1 of Cohn's Partition of Lots 1, 2, 3, 4, 11, 12, 13 and 22, of the West Whittier Tract in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 60, Page 2, Miscellaneous Records of said County, said strip of land lying 25 feet Northeasterly of and 35 feet Southwesterly of the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit;

BEGINNING at a point in the South line of said Lot 1, distant Easterly 495.43 feet from the Southwest corner of said Lot 1; thence North 39°17' West, 397.64 feet to a point in the East line of the land conveyed to the Whittier Brick Co. by Deed recorded in Book 2739, Page 243 of Deeds, distant Southerly 302.69 feet from the Northeast corner of said land of the Whittier Brick Company.

**PARCEL TWENTY-SIX (V6A-2-32 ALSO SHOWN AS V6A-S1 & 2-32)  
(APN NONE SHOWN)**

***HADLEY STREET***

**PARCEL TWENTY-SEVEN (V6A-2-33 ALSO SHOWN AS V6A-S1 & 2-33)  
(APN 8140-25-802)**



That certain parcel of land as conveyed by Deed dated September 25, 1916 executed by Paul Dahlitz et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded November 13, 1916 in Book 6369 of Deeds, Page 217, Los Angeles County Records, described as follows:

A 70 foot strip through the Northeast corner of Lot 6, Block E of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53-4 Miscellaneous Records of said County lying 35 feet on each side of the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad as now located across said Lot 6.

Beginning at a point on the North line of Lot 6, 157.22 feet Westerly from the Northeast corner of said Lot; thence South 39°17' East, 247.35 feet to a point on the East line of said lot, 190.95 feet Southerly from the Northeast corner thereof.

**PARCEL TWENTY-EIGHT (V6A-2-34 ALSO SHOWN AS V6A-S1 & 2-34)  
(APN 8140-25-801 portion)**

That certain parcel of land as conveyed by Deed dated February 2, 1917 executed by Central Oil Company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 15, 1917 in Book 6441 of Deeds, Page 66, Los Angeles County Records, described as follows:

BEGINNING at a point in the West line of Lot 5 of Block E of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54 Miscellaneous Records of said County, said Point of Beginning being South 175.47 feet from the Northwest corner of said Lot 5; thence continuing along said West line South 21.53 feet to a point; thence East along a line which is distant 197.00 feet from and parallel with the North line of said Lot 5, 17.74 feet to a point; thence North 39°29' West, 27.90 feet more or less to the Point of Beginning.

**PARCEL TWENTY-NINE (V6A-2-35 ALSO SHOWN AS V6A-S1 & 2-35)  
(APN 8140-25-801 portion)**

That certain parcel of land as conveyed by Deed dated February 7, 1917 executed by Las Vegas Land & Water Company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 24, 1917 in Book 6417 of Deeds, Page 340, Los Angeles County Records, described as follows:

A strip of land 70 feet in width through Lot 5 in Block E of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded Book 21, Pages 53 and 54 Miscellaneous Records of said County being 35 feet on each side of the following described centerline of Los Angeles and Salt Lake Railroad, to-wit:

Beginning at a point in the West line of said Lot 5, distant Southerly 190.95 feet from the Northwest corner thereof; thence South 39°17' East, 345.61 feet to a point of curve; thence Southeasterly along a curve concave to the Southwest, having a radius of 764.49 feet for a distance of 203.74 feet to a point in the South line of said Lot 5 distant Easterly 327.25 feet from the Southwest corner thereof.

EXCEPTING THEREFROM that portion thereof described as follows:

BEGINNING at the Northwest corner of said Lot 5; thence Easterly along the North line of said lot, 170 feet; thence Southerly parallel with the West line of said Lot 197 feet; thence Westerly parallel with the North line of said Lot, 170 feet, in the West line thereof; thence Westerly along the West line of said Lot 5, 197 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion of land as conveyed by Deed dated September 28, 1961 executed by Los Angeles & Salt Lake Railroad Company, formerly San Pedro, Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded November 13, 1961 as Document No. 125



Official Records Los Angeles County and by Deed dated September 28, 1961 executed by Union Pacific Railroad Company, a Utah corporation to Curt Schirmer, etux recorded November 13, 1961 as Document No. 126, Los Angeles County Records, described as follows:

Being that portion of Lot 5, Block E of Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch as per map recorded in Book 21 Page 53, Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 5; thence Southerly along the Easterly line of said Lot 5, a distance of 280.92 feet; thence Westerly, parallel with the Northerly line of said Lot 5, a distance of 180.06 feet to the True Point of Beginning, said True Point of Beginning also being the Southwest corner of that certain parcel of land described in Deed to Whittier Orange & Lemon Association, recorded in Book 6730, Page 121, Official Records of said County; thence Northerly along the Westerly line of said land of the Whittier Orange & Lemon Association, 83.92 feet to the Southeast corner of that certain parcel of land excepted in Deed to Las Vegas Land and Water Company, recorded in Book 6365, Page 241 of Deeds, records of said County; thence Westerly along the Southerly line of said excepted parcel of land, 132.85 feet; thence leaving said Southerly line, Southeasterly in a direct line to a point of intersection with the Southerly prolongation of said Westerly line of the land of the Whittier Orange & Lemon Association, distant Southerly along said prolongation, 77.90 feet from the True Point of Beginning; thence Northerly along said Southerly prolongation, 77.90 feet to the True Point of beginning.

**PARCEL THIRTY (V6A-2-36 ALSO SHOWN AS V6A-S1 & 2-36)  
(APN 8140-25-008 portion)**

That certain parcel of land as conveyed by Deed dated August 16, 1923, executed by Las Vegas Land & Water Company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation, recorded in Book 2708 of Deeds, Page 131, Los Angeles County Records, described as follows:

That portion of Lot 5, in Block "E" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, California, as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of Said County, lying Northeasterly of a line distant Northeasterly 35 feet measured at right angles from the following described centerline of the prolongation thereof of the Los Angeles & Salt Lake Railroad, described as follows, to wit:

BEGINNING at a point on the West line of said Lot 5, distant Southerly 190.95 feet from the Northwest corner of said lot; thence South 39°17' East, 345.61 feet to the Point of Beginning of a curve concave Southwesterly and having a radius of 764.49 feet; thence Southeasterly on said curve 203.74 feet to a point on the South line of said Lot 5 distant 327.25 feet Easterly from the Southwest corner of said lot.

EXCEPTING THEREFROM THE North 197.0 feet of the West 170.00 feet of said lot.

EXCEPTING THEREFROM that portion of land as conveyed by Deed dated September 28, 1961 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, formerly San Pedro, Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded November 13, 1951 as Document No. 125 Official Records Los Angeles County and by Deed dated September 29, 1961 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Curt Schirmer, etux recorded November 13, 1961 as Document No. 126, Los Angeles County Records, described as follows:

COMMENCING at the Northeast corner of said Lot 5; thence Southerly along the Easterly line of said Lot 5, a distance of 280.92 feet; thence Westerly, parallel with the Northerly line of said Lot 5, a distance of 180.06 feet to the True Point of Beginning, said True Point of Beginning also being the Southwest corner of that certain parcel of land described in Deed to Whittier Orange & Lemon Association, recorded in Book 6730, Page 121, Official Records of said County; thence Northerly along the Westerly line of said land of the Whittier Orange & Lemon Association, 83.92 feet to the Southeast

corner of that certain parcel of land excepted in Deed to Las Vegas Land and Water Company, recorded in Book 6365, Page 241 of Deeds, records of said County; thence Westerly along the Southerly line of said excepted parcel of land, 132.85 feet; thence leaving said Southerly line, Southeasterly in a direct line to a point of intersection with the Southerly prolongation of said Westerly line of the land of the Whittier Orange & Lemon Association, distant Southerly along said prolongation, 77.90 feet from the True Point of Beginning; thence Northerly along said Southerly prolongation, 77.90 feet to the True Point of beginning.

ALSO EXCEPTING THEREFROM all that portion of land as conveyed by Deed of Conveyance dated April 14, 1927 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a corporation to Whittier Orange & Lemon Association, a corporation, recorded March 30, 1929, in Book 6730 of Deeds, Page 121 Los Angeles County Records, described as follows:

Being a portion of Lot 5, Block E of Pickering Land & Water Company's Subdivision of a portion of the John M. Thomas Ranch as per Map recorded in Book 21, Page 53 Miscellaneous Records of said County, described as follows:

BEGINNING at a point in the Northerly line of said Lot 5, and 25 feet Westerly of the Northeast corner thereof; thence Westerly along said Northerly line of said Lot 5, 155.06 feet; thence Southerly on a line parallel with the Easterly line of said Lot 5, 280.92 feet; thence Easterly on a line parallel with the Northerly line of said Lot 5, 155.06 feet; thence Northerly along a line parallel with the Easterly line of said Lot 5, 280.92 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM all that portion of land conveyed by Grant Deed dated December 12, 1973, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation, recorded January 15, 1974 as Document No. 620 and by Grant Deed dated December 12, 1973, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Schirmer's Inc., a California corporation recorded January 15, 1974 as Document No. 621, Los Angeles County Records, described as follows:

That certain parcel of land, situated in the City of Whittier, County of Los Angeles, State of California, being that portion of Lot 5, Block E, of Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Page 53, Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at a point in the Easterly line of said Lot 5, distant Southerly thereon 280.92 feet from the Northeast corner of said Lot 5; thence Westerly parallel with the Northerly line of said Lot 5, a distance of 25.00 feet to the True Point of Beginning, said True Point of Beginning also being the Southeast corner of that certain parcel of land described in Deed to Whittier Orange & Lemon Association, recorded in Book 6730, Page 121, Official Records of said County; thence Westerly along the Southerly line of said Whittier Orange & Lemon Association land, 155.06 feet to the Southwest corner of said land of Whittier Orange & Lemon Association; thence Southerly along the Southerly prolongation of the Westerly line of said Whittier Orange & Lemon Association land, said Southerly prolongation also being the Easterly line of that certain parcel of land described in Deed to Curt Schirmer and Maybelle Schirmer, recorded in Book D-1417, Page 636, Official Records of said County, a distance of 65.00 feet, more or less, to its intersection with the Northeasterly line of that certain strip of land 70 feet in width described in Deed to Los Angeles & Salt Lake Railroad Company, recorded in Book 6417, Page 340, Deeds, Records of said County; thence Southeasterly along the Northeasterly line of said 70 foot strip to its intersection with the Westerly line of Gregory Avenue, 37.50 feet wide, said Westerly line also being the Southerly prolongation of the Easterly line of the aforesaid Whittier Orange & Lemon Association land; thence Northerly along said Southerly prolongation to the True Point of Beginning.

**PARCEL THIRTY-ONE (V6A-2-37 ALSO SHOWN AS V6A-S1 & 2-37)  
(NONE SHOWN)**

**GREGORY AVENUE**

**PARCEL THIRTY-TWO (V6A-2-38 ALSO SHOWN AS V6A-S1 & 2-38)  
(APN 8140-25-009 portion)**

**(DELETED)**

**PARCEL THIRTY-THREE (V6A-2-39 ALSO SHOWN AS V6A-S1 & 2-39) - EASEMENT  
(APN 8140-25-009 portion)**

**(DELETED)**

**PARCEL THIRTY-FOUR (V6A-2-40 ALSO SHOWN AS V6A-S1 & 2-40)  
(NONE SHOWN)**

***BAILEY STREET***

**PARCEL THIRTY-FIVE (V6A-2-42 ALSO SHOWN AS V6A-S1 & 2-42)  
(APN 8140-28-800 portion)**

That certain parcel of land as conveyed by Deed dated September 1, 1916 executed by Ernest A. Pearson et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 11, 1916 in Book 6303 of Deeds, Page 174, Los Angeles County Records, described as follows:

Lots Eighteen (18) and Nineteen (19) of the Morgan Villa Tract, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 5, Page 25, of Maps Records of Los Angeles County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation, to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL THIRTY-SIX (V6A-2-43 ALSO SHOWN AS V6A-S1 & 2-43)  
(APN 8140-28-800 portion)**

That certain parcel of land as conveyed by Deed dated August 25, 1916 executed by Oliver J. Kelly, et ux, to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 5, 1916 in Book 6311 of Deeds, Page 192, Los Angeles County Records, described as follows:

Lot Seventeen (17) of the Morgan Villa Tract, as per map recorded in Book 5, Page 25, of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL THIRTY-SEVEN (VA6-2-44 ALSO SHOWN AS V6A-S1 & 2-44)  
(APN 8140-28-800 portion)**

That certain parcel of land as conveyed by Deed dated August 28, 1916 executed by O. L. Jordan, et ux, to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 1, 1916 in Book 6333 of Deeds, Page 136, Los Angeles County Records, described as follows:

Lot Sixteen (16) of the Morgan Villa Tract in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 5, Page 25 of Maps in the Office of the County Recorder of Said County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL THIRTY-EIGHT(V6A-2-45 AND V6A-S1 & 2-45)  
(APN 8140-28-800 PORTION)**

That certain parcel of land as conveyed by Deed dated August 31, 1916 executed by Crespin Castillo, et ux to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 15, 1916 in Book 6321 of Deeds, Page 143, Los Angeles County Records, described as follows:

Lot Fifteen (15) of the Morgan Villa Tract. as per map recorded in Book 5, Page 25, of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL THIRTY-NINE (V6A-2-46 ALSO SHOWN AS V6A-S1 & 2-46)  
(APN 8140-28-800 portion)**

That certain parcel of land as conveyed by Deed dated August 28, 1916 executed by Anna V. Reed, a widow to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6366 of Deeds, Page 78, Los Angeles County Records, described as follows:

Lot Fourteen (14) of the Morgan Villa Tract, in the City of Whittier, County of Los Angeles State of California, as per map recorded in Book 5, Page 25 of Maps in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL FORTY (V6A-2-47 ALSO SHOWN AS V6A-S1 & 2-47)**

(APN 8140-28-800 portion)

That certain parcel of land as conveyed by Deed dated December 27, 1916 executed by Maria Antonia Quagada, et al, to Los Angeles & Salt Lake Railroad Company, recorded January 6, 1917 in Book 6400 of Deeds, Page 183, Los Angeles County Records, described as follows:

Lot Thirteen (13) of the Morgan Villa Tract, as per map recorded in Book 5, Page 25 of Maps, in the Office of the County Recorder of said County;

EXCEPT the South forty (40) feet thereof.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL FORTY-ONE (V6A-2-48 ALSO SHOWN AS V6A-S1 & 2-48)**  
(APN 8140-28-800 portion)

That certain parcel of land as conveyed by Deed dated September 1, 1916 executed by Maria Antonia Quagada, a widow, to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 6, 1916 in Book 6305 of Deeds, Page 327, Los Angeles County Records, described as follows:

The South Forty (40) feet of Lot Thirteen (13) of the Morgan Villa Tract, as per Map recorded in Book 5, Page 25, of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM all that portion as conveyed by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company to Union Pacific Railroad Company, a Utah corporation as Document No. 115, recorded July 20, 1959, and by Deed dated June 16, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man, as Document No. 116, recorded July 20, 1959, Los Angeles County Records, described as follows:

Being all of Lot 18 and those portion of Lots 13 to 17, both inclusive, and all that portion of Lot 19 of Morgan Villa Tract as per map recorded in Book 5, Page 25 of Maps, Records of said County, lying Easterly of the following described line:

BEGINNING at a point in the West line of said Lot 19, distant South 0°07'07" East thereon, 35.74 feet from the Northwest corner of said Lot 19, said Point of Beginning also being a point on a circular curve from which the center bears South 71°16'41" West, 774.641 feet; thence Southerly along said curve, an arc distance of 251.51 feet; thence



tangent to said curve, South 0°07'07" East, 137.19 feet, more or less, to a point in the South line of said Lot 13, distant Easterly thereon, 40.48 feet from the South West corner of said Lot 13.

**PARCEL FORTY-TWO (V6A-2-49 ALSO SHOWN AS V6A-S1 & 2-49)  
(APN – None Shown)**

***STREET-ALLEY***

**PARCEL FORTY-THREE (V6A-2-50 ALSO SHOWN AS V6A-S1 & 2-50 )  
(APN 8140-28-801)**

That certain parcel of land as conveyed by Deed dated August 28, 1916 executed by Anna V. Reed, a widow to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6366 of Deeds, Page 78, Los Angeles County Records, described as follows:

Lot Twelve (12) of the Morgan Villa Tract, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 5, Page 25 of Maps in the Office of the County Recorder of said County.

**PARCEL FORTY-FOUR (V6A-2-51 ALSO SHOWN AS V6A-S2-51)  
(APN None Shown)**

***PHILADELPHIA STREET***

**PARCEL FORTY-FIVE (V6A-2-52 ALSO SHOWN AS V6A-S2-52)  
(APN 8140-30-800)**

That certain parcel of land as conveyed by Deed dated August 30, 1916 executed by Charles H. Hamburg (also known as Chas. H. Hamburg) et ux, to San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded September 11, 1916 in Book 6324 of Deeds, Page 288, Los Angeles County Records, described as follows:

Lot Four (4) of Block "F" of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch, as per map recorded in Book 21, Page 53 Miscellaneous Records of said County

EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated March 8, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, formerly San Pedro, Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded April 7, 1960 as Document No. 1673, and by Deed dated March 8, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to William T. Hughes and Irvin A. Larson, as to each an undivided ½ interest, recorded April 7, 1960 as Document No. 1674, Los Angeles County Records, described as follows:

That portion of Lots 4 and 7 of Block F, Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Page 53, Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 4; thence along the Easterly lines of said Lots 4 and 7, South 0°01'30" West, 1029.13 feet; thence leaving said Easterly line, North 28°25' West, 267.44 feet to a point on a circular curve from which the center bears North 71°57' East, 562.69 feet; thence Northerly along said curve an arc distance of 67.27 feet; thence South 78°48' West, 22.00 feet; thence North 28°25' West, 21.68 feet to the beginning of a tangent curve, concave Northeasterly, having a radius of 360.60 feet; thence Northerly along said curve an arc distance of 2.89 feet; thence South 62°02'32" West, 5.00 feet to a point on a circular curve from which the center bears North 62°02'32" East, 365.60 feet; thence Northerly along said curve an arc distance of 178.40 feet; thence tangent to said curve North, 151.65 feet; thence

North 50°18'40", 18.79 feet; thence North 125.00 feet; thence East 35.00 feet; thence North 253.00 feet, more or less, to a point in the North line of said Lot 4; thence Easterly along said North line 175.68 feet to the Point of Beginning.

**PARCEL FORTY-SIX (V6A-2-53 ALSO SHOWN AS A PORTION OF V6A-S2-53)  
(APN 8140-30-01 PORTION)**

That certain parcel of land as conveyed by Deed dated February 21, 1917 executed by Murphy Oil Company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation duly organized and existing under and by virtue of the laws of the State of Utah, recorded April 25, 1917 in Book 6492 of Deeds, Page 18, Los Angeles County Records, described as follows:

All that real property situated in the City of Whittier, County of Los Angeles, State of California, described as follows:

BEGINNING at the Northeast corner of Lot 7, Block F of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Page 53, Miscellaneous Records of said County; thence along the Northerly line of said Lot 7, North 89°58'30" West 294.91 feet; thence South 27°19' East 642.64 feet to a point in the Easterly line of said Lot 7, distant South 570.94 feet from the Point of Beginning; thence along the Easterly line of said Lot 7, North 570.94 feet to the Point of Beginning.

EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated March 8, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, formerly San Pedro, Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded April 7, 1960 as Document No. 1673, and by Deed dated March 8, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to William T. Hughes and Irvin A. Larson, as to each an undivided ½ interest, recorded April 7, 1960 as Document No. 1674, Los Angeles County Records, described as follows:

That portion of Lots 4 and 7 of Block F, Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Page 53, Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 4; thence along the Easterly lines of said Lots 4 and 7, South 0°01'30" West, 1029.13 feet; thence leaving said Easterly line, North 28°25' West, 267.44 feet to a point on a circular curve from which the center bears North 71°57' East, 562.69 feet; thence Northerly along said curve an arc distance of 67.27 feet; thence South 78°48' West, 22.00 feet; thence North 28°25' West, 21.68 feet to the beginning of a tangent curve, concave Northeasterly, having a radius of 360.60 feet; thence Northerly along said curve an arc distance of 2.89 feet; thence South 62°02'32" West, 5.00 feet to a point on a circular curve from which the center bears North 62°02'32" East, 365.60 feet; thence Northerly along said curve an arc distance of 178.40 feet; thence tangent to said curve North, 151.65 feet; thence North 50°18'40", 18.79 feet; thence North 125.00 feet; thence East 35.00 feet; thence North 253.00 feet, more or less, to a point in the North line of said Lot 4; thence Easterly along said North line 175.68 feet to the Point of Beginning.

EXCEPTING THEREFROM that certain parcel of land as conveyed by Deed dated May 10, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded June 15, 1960 as Document No. 574 and by Deed dated May 10, 1960, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to California Mushroom Farms, Inc., a California corporation recorded June 15, 1960 as Document No. 575 of Deeds, Los Angeles County Records described as follows:

Being a portion of Lots 7 and 8, Block "F", Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, more particularly described as follows:



COMMENCING at the Northeast corner of said Lot 7; thence along the North line of said Lot, North 89°58'30" West, 294.91 to the Southwesterly line of land described in Deed to Los Angeles & Salt Lake Railroad Company recorded in Book 6492, Page 18, of Deeds, records of said County; thence along said Southwesterly line South 27°19' East, 514.42 feet to the True Point of Beginning, said Point of Beginning being the most Southerly corner of that certain parcel of land described in Deed to Murphy Ranch recorded in Book 15108, Page 77, Official Records of said County; thence continuing along said Southwesterly line of said land of railroad company, South 27°19' East, 128.22 feet to a point in the West line of said Lot 8; thence along said West line of Lot 8, South 59.06 feet, more or less, to the Southwest corner of said Lot 8; thence along the South line of said Lot 8, South 89°58' 30" East, 54.78 feet, more or less, to the intersection of said South line with the Southeasterly prolongation of the Northeasterly line of said land of Murphy Ranch; thence along said Southeasterly prolongation, North 29°27'30" West, 206.47 feet, more or less, to the most Easterly corner of said land of Murphy Ranch; thence along the Southeasterly line of said land of Murphy Ranch, South 60°32'30" West, 13.85 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated March 23, 1937 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation and Guaranty Trust Company of New York, a New York corporation to Union Pacific Railroad Company, a Utah corporation, recorded May 29, 1937 in Book 14947, Page 366, Los Angeles County Records, described as follows:

That portion of Lot 7 in Block F of Pickering Land & Water Company Subdivision of the John M. Thomas Ranch, as per Map recorded in Book 21, Page 53, Miscellaneous Records of said County, described as follows:

COMMENCING at the Northeast corner of said Lot 7; thence along the North line of said Lot, North 89°58'30" West, 294.91 feet to the Southwest line of the land conveyed to Los Angeles & Salt Lake Railroad Company by Deed recorded in Book 6492, Page 18 of Deeds, records of said County; thence along the Southwest line of the land so conveyed by said Deed South 27°19' East, 214.21 feet to the True Point of Beginning; thence continuing along said Southwest line South 27°19' East, 300.21 feet; thence North 60°32'30" East, 13.85 feet ; thence North 29°27'30" West, 300.00 feet; thence South 60°30'32" West, 2.64 feet to the True Point of Beginning.

**PARCEL FORTY-SEVEN (V6A-2-53-1 ALSO SHOWN AS A PORTION OF V6A-S2-53-1) EASEMENT  
(APN 8140-30-32 PORTION)**

**(DELETED)**

**PARCEL FORTY-EIGHT (V6A-2-53-2 ALSO SHOWN AS A PORTION OF V6A-S2-53-2)  
(APN 8140-30-34 PORTION)**

**(DELETED)**

**PARCEL FORTY-NINE (V6A-2-54 ALSO SHOWN AS V6A-2-54) EASEMENT  
(APN 8140-32-011 PORTION)**

**(DELETED)**

**PARCEL FIFTY (V6A-2-55 ALSO SHOWN AS V6A-S2-55)  
(APN 8140-30-801 PORTION)**

That certain parcel of land as conveyed by Deed dated December 19, 1916 executed by Alfred Pascoe, et ux to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 28, 1916 in Book 6397 of Deeds, Page 186, Los Angeles County Records, described as follows:

A portion of Lot Eight (8) in Block "F" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as recorded in Book 21, Pages 53 and 54 Miscellaneous Records of said County described as follows:

BEGINNING at the Southwest corner of said Lot Eight (8) thence Easterly along the South line of said Lot Eight (8) ninety (90) feet; thence Northwesterly two hundred forty-six & 98/100 (246.98) feet to a point on the West line of said Lot Eight (8) distant two hundred thirty (230) feet Northerly from the Southwest corner thereof; thence Southerly along said West line of Lot Eight (8) two hundred thirty (230) East to the Point of Beginning.

EXCEPTING THEREFROM that parcel of land conveyed by Deed dated May 10, 1960 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded June 15, 1960 as Document No. 574 and by Deed dated May 10, 1960, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to California Mushroom Farms, Inc., a California corporation recorded June 15, 1960 as Document No. 575, Los Angeles County Records described as follows:

Being a portion of Lots 7 and 8, Block "F", Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 7; thence along the North line of said Lot, North 89°58'30" West, 294.91 to the Southwesterly line of land described in Deed to Los Angeles & Salt Lake Railroad Company recorded in Book 6492, Page 18, of Deeds, records of said County; thence along said Southwesterly line South 27°19' East, 514.42 feet to the True Point of Beginning, said Point of Beginning being the most Southerly corner of that certain parcel of land described in Deed to Murphy Ranch recorded in Book 15108, Page 77, Official Records of said County; thence continuing along said Southwesterly line of said land of railroad company, South 27°19' East, 128.22 feet to a point in the West line of said Lot 8; thence along said West line of Lot 8, South 59.06 feet, more or less, to the Southwest corner of said Lot 9; thence along the South line of said Lot, South 89°58' 30" East, 54.78 feet, more or less, to the intersection of said South line with the Southeasterly prolongation of the Northeasterly line of said land of Murphy Ranch; thence along said Southeasterly prolongation, North 29°27'30" West, 206.47 feet, more or less, to the most Easterly corner of said land of Murphy Ranch; thence along the Southeasterly line of said land of Murphy Ranch, South 60°32'30" West, 13.85 feet to the True Point of Beginning.

**PARCEL FIFTY-ONE (V6A-2-56 ALSO SHOWN AS V6A-S2-56)  
(APN NONE SHOWN)**

*PENN STREET*

**PARCEL FIFTY-TWO (V6A-2-57 ALSO SHOWN AS V6A-S2-57)  
(APN 8141-1-800 PORTION)**

That certain parcel of land as conveyed by Deed dated September 22, 1916 executed by Mina Bender, a widow to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded April 3, 1917, in Book 6457 of Deeds, Page 176, Los Angeles County Records, described as follows:

All of Lot 29 of Smith's Addition to Whittier, being a Subdivision of Lot 1, Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 34, Page 12, Miscellaneous Records of said County.

**PARCEL FIFTY-THREE (V6A-2-58 ALSO SHOWN AS V6A-S2-58)  
(APN 8141-1-800 PORTION)**

That certain parcel of land as conveyed by Deed dated October 5, 1916 executed by Cordelia G. Hankins, et vire, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6346 of Deeds, Page 316, Los Angeles County Records, described as follows:

All that portion of Lots 43 and 44 in Smith's Addition to Whittier, being a Subdivision of Lot 1, Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 34, Page 12, Miscellaneous Records of said County, lying Easterly of a line 40 feet Easterly from (measured at right angles) and parallel to the following described center line and its prolongation's of the Los Angeles & Salt Lake Railroad Company as now located across said Lot 43 and 44:

BEGINNING at a point in the South line of Lot 43, 39.38 feet Easterly from the Southwest corner thereof; thence North 9°39' West, 142.13 feet to a point on the North line of said Lot 43, 14.82 feet Easterly from the Northwest corner of said Lot 43.

**PARCEL FIFTY-FOUR (V6A-2-59 ALSO SHOWN AS V6A-S2-59)  
(APN 8141-1-801)**

***SUNNY SLOPE***

**PARCEL FIFTY-FIVE (V6A-2-60 ALSO SHOWN AS V6A-S2-60)  
(APN 8141-2-801 PORTION)**

That certain parcel of land as conveyed by Deed dated October 5, 1916 executed by Cordelia G. Hankins, et vire, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, , recorded in Book 6346 of Deeds, Page 316, Los Angeles County Records, described as follows:

All that part of Lot 2 in Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54 of Miscellaneous Records of said County, described as follows:

BEGINNING at the Northwest corner of Lot 2; thence East along the North line of said lot, 380.88 feet; thence South 165 feet; thence West parallel with the North line of said lot to the Easterly line of the County Road; thence Northwesterly along said Easterly line to beginning.

EXCEPTING therefrom, the following described portion of said part of Lot 2;

BEGINNING at the Northwest corner of said Lot 2; thence East along the North line of said lot, 260.88 feet to a point; thence Southeasterly 167.70 feet to a point on a line 165 feet Southerly from and parallel with the North line of said lot, and distant 196.88 feet from the Easterly line of the County Road, measured along said parallel line; thence Westerly

along said line parallel to the North line of said lot, 196.88 feet to the Easterly line of the County Road; thence Northwesterly along said Easterly line to the Point of Beginning.

ALSO EXCEPTING THEREFROM, all that portion conveyed by Los Angeles & Salt Lake Railroad, a corporation, to the City of Whittier as described in quitclaim Deed dated May 8, 1917 (excluding mineral rights, if any, reserved by the grantor) and executed by Los Angeles & Salt Lake Railroad Company to the City of Whittier, recorded July 6, 1917, in Book 6577 of Deeds, Page 54 Los County Records described as follows:

That portion of Lot 2 in Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, described as follows:

BEGINNING at a point in the North line of said Lot 2, distant Easterly 260.88 feet from the Northwest corner of said Lot 2, said Point of Beginning being the Northwest corner of the land conveyed to said Los Angeles & Salt Lake Railroad Company by Deed recorded in Book 6346 Page 316 of Deeds; thence Easterly along the North line of said Lot 2, 77.42 feet; thence Southwesterly 76.25 feet more or less to a point in the West line of said land of Los Angeles & Salt Lake Railroad Company, distant Southerly ten feet measured at right angles from the North line of said Lot 2; thence Northwesterly along the West line of said land of Los Angeles & Salt Lake Railroad Company 10.16 feet more or less to the Point of Beginning.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated June 15, 1948 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company (formerly San Pedro, Los Angeles & Salt Lake Railroad Company), a Utah corporation and Guaranty Trust Company of New York, a New York corporation to Union Pacific Railroad Company, a Utah corporation recorded August 2, 1948 as Document No. 1232 and by Quitclaim Deed dated June 30, 1948 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Suncheck Blinds, Inc., a corporation of the State of California, Los Angeles County Records, described as follows:

That portion of Lot 2 in Block L of the Pickering Land and Water Company's Subdivision as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, described as follows:

BEGINNING at a point on the Southerly line of said Lot 2 marked by a 2-inch iron pipe distant Easterly thereon 192.89 feet from the Southwest corner of said Lot 2; thence North 0°01'30" East, 330.18 feet to a point marked by a 2-inch iron pipe set on the Northerly line of said Lot 2 distant Easterly thereon 380.88 feet from the Northwest corner of said Lot 2; thence along said Northerly line North 89°59'10" West, 42.48 feet to the most Easterly corner of the strip of land conveyed to the City of Whittier for street purposes by Deed recorded in Book 6577, Page 54 of Deeds, records of said County; thence along the Southerly line of said strip of land South 82°28'41" West, 12.42 feet; thence South 9°27'40" East, 330.10 feet to the True Point of Beginning. Except the North 10 feet of the South 165 feet of the above described premises reserved for street or alley purposes.

**PARCEL FIFTY-SIX (V6A-2-63 ALSO SHOWN AS V6A-S2-63)  
(APN 8141-2-005)**

**(DELETED)**

**PARCEL FIFTY-SEVEN (V6A-2-64 ALSO SHOWN AS V6A-S2-64)  
(APN 8141-2-801 PORTION, 8141-2-802, 8141-18-804)**

That certain parcel of land as conveyed by Deed dated February 7, 1917 executed by Las Vegas Land & Water Company, a corporation, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded February 24, 1917 in Book 6417 of Deeds, Page 340, Los Angeles County Records, described as follows:

That part of Lot 2 in Block L of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California as per map recorded in Book 21 Pages 53 and 54 Miscellaneous Records of said County, described as follows:

BEGINNING at a point in the South line of said Lot 2 distant Easterly 132.89 feet from the Southwest corner thereof; thence East along said South line 60 feet to the Southeast corner of the land in said Lot 2, conveyed to the grantor herein by Deed recorded in Book 6365 Page 240 of Deeds; thence North 165 feet to the Northeast corner of said land of grantor; thence West along a line parallel to the North line of said Lot 2, 90 feet; thence Southeasterly 136.7 feet more or less to the Point of Beginning.

EXCEPT the North 10 feet thereof reserved for alley or street purpose.

ALSO that part of Lot 3, Block L of said Subdivision described as follows:

BEGINNING at a point in the North line of said Lot 3, distant Easterly 132.89 feet from the Northwesterly corner thereof; thence East along said North line 90 feet; thence Southeasterly 345.35 feet more or less to a point in the South line of said lot distant Easterly 136.91 feet from the Southwest corner thereof, being also the Southeast corner of the land in said Lot 3 conveyed to the grantor herein by Deed recorded in Book 6365 Page 240 of Deeds; thence Westerly along said South line 90 feet; thence Northwesterly 345.35 feet more or less to the Point of Beginning.

EXCEPTING THEREFROM the above parcels all that portion as conveyed by Deed dated January 25, 1962 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded February 21, 1962 as Document No. 1119 and Deed dated January 25, 1958, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man recorded February 21, 1962 as Document No 1120 Los Angeles County Records described as follows:

That portion of Lot 3, Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per map recorded in Book 21, Pages 53 and 54 of Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at a point in the North line of said Lot 3, distant Easterly thereon, 132.89 feet from the Northwest corner of said Lot 3, said point also being distant westerly thereon, 60.00 feet from the Northwest corner of that certain parcel of land conveyed to Norman M. palmer and Mary E. Palmer by Deed recorded in Book 55958, Page 134 of Official Records of said county; thence South 17°11'03" East, 92.33 feet to the True Point of Beginning, said True Point of Beginning being the most Northerly corner of that certain parcel of land described in Deed to Richard Pohland Stemmler, recorded in Book D-21, Page 218, Official Records of said County; thence along the Easterly line of said Stemmler land, South 17°11'03" East 253.02 feet to the Southeast corner thereof, said Southeast corner also being a point on the South line of said Lot 3, distant East thereon, 49.31 feet from the Southwest corner of said Lot 3; thence East along said South line of Lot 3, 23.77 feet; thence North 22°10'33" West 261.03 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated June 14, 1948 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company (formerly San Pedro, Los Angeles & Salt Lake Railroad Company), a Utah corporation and Guaranty Trust Company of New York, a New York corporation to Union Pacific Railroad Company, a Utah corporation recorded August 2, 1948 as Document No. 1232 and by Quitclaim Deed dated June 30, 1948 (excluding mineral rights, if any, reserved by the grantor) executed by Union

Pacific Railroad Company, a Utah corporation to Suncheck Blinds, Inc., a corporation of the State of California, recorded August 2, 1949 as Document No. 1233, Los Angeles County Records, described as follows:

That portion of Lot 2 in Block L of the Pickering Land and Water Company's Subdivision as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, described as follows:

BEGINNING at a point on the Southerly line of said Lot 2 marked by a 2-inch iron pipe distant Easterly thereon 192.89 feet from the Southwest corner of said Lot 2; thence North 0°01'30" East, 330.18 feet to a point marked by a 2-inch iron pipe set on the Northerly line of said Lot 2 distant Easterly thereon 380.88 feet from the Northwest corner of said Lot 2; thence along said Northerly line North 89°59'10" West, 42.48 feet to the most Easterly corner of the strip of land conveyed to the City of Whittier for street purposes by Deed recorded in Book 6577, Page 54 of Deeds, records of said County; thence along the Southerly line of said strip of land South 82°28'41" West, 12.42 feet; thence South 9°27'40" East, 330.10 feet to the True Point of Beginning. Except the North 10 feet of the South 165 feet of the above described premises reserved for street or alley purposes.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated August 31, 1957 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded October 29, 1957 as Document No. 824 and by Deed dated August 31, 1957 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Norman M. Palmer and Mary Palmer, husband and wife, recorded October 29, 1957 as Document No. 825, Los Angeles County Records, described as follows:

That portion of Lot 3 of Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per map recorded in Book 21, on Pages 53 and 54, of Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at a point in the North line of said Lot 3, distant Easterly thereon 192.89 feet from the Northwest corner of said Lot 3; thence Easterly along said North line a distance of 131.80 feet to the Northwest corner of the land conveyed to Levi R. Kelsey by Deed recorded in Book 1146, on Page 169 of Deeds, records of said County; thence South 330.00 feet to a point in the South line of said Lot 3, distant Easterly thereon 136.91 feet from the Southwest corner of said Lot 3; thence Westerly along said South line 30.00 feet; thence Northwesterly 345.35 feet to the Point of Beginning.

**PARCEL FIFTY-EIGHT (V6A-2-65 ALSO SHOWN AS V6A-S2-65)  
(APN 8141-18-003 PORTION)**

**(DELETED)**

**PARCEL FIFTY-NINE (V6A-2-66 ALSO SHOWN AS V6A-S2-66)  
(APN 8141-2-803)**

That certain parcel of land as conveyed by Deed dated August 16, 1923 executed by Las Vegas Land & Water Company, a corporation, to Los Angeles & Salt Lake Railroad Company, a corporation, recorded August 27, 1923, in Book 2708 of Deeds, Page 131, Los Angeles County Records, described as follows:

That portion of Lots 2 and 3 of Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, described as follows:

BEGINNING at the Southwest corner of said Lot 3; thence Northwesterly along the West line of said Lots 3 and 2, 504.35 feet to the Southwest corner of the land in said Lot 2 conveyed to the Whittier Walnut Growers' Association by Deed



recorded in Book 6698, Page 93 of Deeds; thence East along the South line of said land so conveyed 161.09 feet; thence Southeasterly 458.61 feet, more or less, to a point in the South line of said Lot 3 distant East 46.91 feet from the Southwest corner of said Lot 3; thence West 46.91 feet to the Point of Beginning.

EXCEPTING THEREFROM that parcel of land as conveyed by Deed, dated January 21, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded February 24, 1958 as Document No. 280 and by Deed dated January 21, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man recorded February 24, 1958 as Document No. 281, Los Angeles County Records, described as follows:

That portion of Lot 3, Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per Map recorded in Book 21, Pages 53 and 54 of Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at a point in the North line of said Lot 3, distant Easterly thereon, 132.89 feet from the Northwest corner of said Lot 3, said point also begin distant Westerly thereon, 60.00 feet from the Northwest corner of that certain parcel of land conveyed to Norman M. Palmer and Mary E. Palmer by Deed recorded in Book 55958, Page 134 of Official Records of said County; thence South  $17^{\circ}11'03''$  East, 92.33 feet to the True Point of Beginning; thence continuing South  $17^{\circ}11'03''$  East, 253.02 feet to a point in the South line of said Lot 3, distant Easterly thereon, 49.31 feet from the Southwest corner of said Lot 3; thence West along said South line, 49.31 feet to said Southwest corner; thence along the Southwesterly line of said Lot 3, North  $29^{\circ}40'30''$  West, 215.13 feet; thence leaving said Southwesterly line, North  $15^{\circ}19'30''$  East, 20.67 feet to a point on a circular curve, from which the center bears South  $27^{\circ}39'56''$  East, 823.00 feet; thence Northeasterly along said curve, an arc distance of 83.29 feet to the True Point of Beginning

ALSO EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated April 29, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded May 6, 1958 as Document No. 3386, Los Angeles County Records, and by Deed dated April 29, 1958, executed by Union Pacific Railroad Company, a Utah corporation to the City of Whittier, a municipal corporation recorded May 15, 1958 as Document No. 1082, Los Angeles County Records, described as follows:

That portion of Lot 3, Block "L" of the Pickering Land and Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Pages 53 and 54, of Miscellaneous Records of said County, more particularly described as follows:

COMMENCING at a point in the North line of said Lot 3, distant East thereon 132.89 feet from the Northwest corner of said Lot 3, said point also being distant West thereon 60.00 feet from the Northwest corner of that certain parcel of land conveyed to Norman M. Palmer and Mary E. Palmer by Deed recorded in Book 55958, Page 134, of Official Records of said County; thence South  $17^{\circ}11'03''$  East, 38.16 feet to the True Point of Beginning, said Point of Beginning being a point on a circular curve from which the center bears South  $21^{\circ}34'39''$  East, 877.00 feet; thence Southwesterly along said curve an arc distance of 94.33 feet; thence North  $74^{\circ}40'30''$  West, 21.75 feet to a point in the Southwesterly line of said Lot 3; thence along said Southwesterly line, South  $29^{\circ}40'30''$  East, 84.00 feet to the most Westerly corner of that certain parcel of land conveyed to Richard Pohland Stemmler by Deed recorded in Book D-21, Page 218, of Official Records of said County; thence leaving said Southwesterly line and along the Northwesterly and Northerly lines of said parcel of land conveyed to Richard Pohland Stemmler North  $15^{\circ}19'30''$  East, 20.67 feet to a point in a circular curve from which the center bears South  $27^{\circ}39'56''$  East, 823.00 feet; thence Northeasterly along said curve an arc distance of 83.29 feet to the most Northeasterly corner of said parcel of land conveyed to Richard Pohland Stemmler; thence North  $17^{\circ}11'03''$  West, 54.17 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated October 29, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded December 1, 1959 as Document No. 568 and by Deed dated October 29, 1959 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Richard Pohland Stemmler, a married man recorded December 1, 1959 as Document No. 569 of Deeds, Los Angeles County Records, described as follows:

That portion of Lot 3, Block L of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch as per Map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at the point of intersection of the Southwesterly line of said Lot 3 with a line parallel with and distant South 40.0 feet, measured at right angles from the North line of said Lot 3; thence East along said parallel line 114.06 feet, more or less, to a point in a Northerly line of that certain parcel of land conveyed to City of Whittier by Deed recorded in Book D-100, Page 803, Official Records of said County, said point being a point on a curve, concave Southeasterly and having a radius of 877.00 feet; thence along said Northerly line and Southwesterly along said curve an arc distance of 84.82 feet; thence North 74°40'30" West, 21.75 feet to the most Westerly corner of said parcel of land conveyed to City of Whittier, said corner being a point on said Southwesterly line of Lot 3; thence along said Southwesterly line of Lot 3 to the Point of Beginning.

**PARCEL SIXTY (V6A-2-67 ALSO SHOWN AS V6A-S2-67)  
(APN 8141-2-801 PORTION)**

That certain parcel of land as conveyed by Deed dated March 6, 1919 executed by Las Vegas Land & Water Company, a corporation, to Los Angeles & Salt Lake Railroad Company, a corporation, recorded March 11, 1919, in Book 6750 of Deeds, Page 302, Los Angeles County Records, described as follows:

That portion of Lot 2, in Block "L", of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, described as follows:

That portion of said Lot 2, Block L bounded and described as follows:

BEGINNING at a point on the Southerly line of said Lot 2, said Point being 132.88 feet Easterly from the Southwesterly corner of said Lot 2; thence, Northwesterly along the Westerly line of that certain parcel of land conveyed to the Los Angeles & Salt Lake Railroad Company, by Deed recorded in Book 6417, Page 240 of Deeds, records of Los Angeles County, a distance 110.03 feet to the more or less to the Southeasterly corner of that parcel of land conveyed to Whittier Walnut Growers Association by Deed recorded in Book 6698, Page 93, of Deeds, records of said County; thence, Westerly, along the Southerly line of said last mentioned parcel of land, a distance 13.75 feet; thence, Southeasterly, a distance of 113.27 feet more or less to the Point of Beginning

**PARCEL SIXTY-ONE (V6A-2-69 ALSO SHOWN AS V6A-S2-69)  
(APN 8141-18-803 PORTION)**

That certain parcel of land as conveyed by Deed dated October 4, 1916 executed by W. P. Mundt, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 14, 1916 in Book 6307 of Deeds, Page 281, Los Angeles County Records, described as follows:

All of the following described portion of Lot 4 in Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County:



BEGINNING at the Northwest corner of Lot 4; thence Easterly along the North line of said Lot 4, 136.91 feet to a point; thence Southeasterly across said Lot 4, 359.31 feet more or less to a point on the South line thereof, 92.07 feet Easterly from the Southwest corner of said Lot 4; thence Westerly along said South line 92.07 feet Easterly from the Southwest corner of said Lot 4; thence Westerly along said South line 92.07 feet to the Southwest corner of said Lot 4; thence Northwesterly along the West line of said Lot 4, 379.8 feet to the Point of Beginning.

Also all that portion of the North 70 feet (measured at right angles with the North line of Lot) of Lot 5 in Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, lying Westerly of a line 80.00 feet Easterly from, measured at right angles to the West line of said Lot, and parallel to the said West line of Lot 5.

EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated June 30, 1961 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded July 25, 1961 as Document No. 182 and by Deed dated June 30, 1961 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Stephen Lee Palmer and Virginia Carolyn Palmer, husband and wife recorded July 25, 1961 as Document No. 183, Los Angeles County Records, described as follows:

That portion of Lots 4 and 5, Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, as per Map recorded in Book 21, Pages 53 and 54 of Miscellaneous Records of said County, more particularly described as follows:

BEGINNING at a point in the Southwesterly line of said Lot 4, distant Southeasterly thereon 25.0 feet from the Northwest corner of said Lot 4; thence East, parallel with the North line of said Lot 4, a distance of 69.56 feet to a point in a circular curve from which the center bears North 69°43'35" East, 2879.93 feet; thence Southeasterly along said curve an arc distance of 385.64 feet; thence West, parallel with the North line of said Lot 5, a distance of 26.55 feet to a point in the Southwesterly line of said Lot 5, distant Southeasterly thereon 50.0 feet from the Northwest corner of said Lot 5; thence along the Southwesterly lines of said Lots 4 and 5, North 29°40'30" West, 404.81 feet, more or less, to the Point of Beginning.

**PARCEL SIXTY-TWO (V6A-2-70 ALSO SHOWN AS V6A-S2-70)  
(APN 8141-18-803 PORTION)**

That certain parcel of land as conveyed by Deed dated October 17, 1916 executed by Dellimer N. Rogers, et ux to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded October 24, 1916 in Book 6369 of Deeds, Page 126, Los Angeles County Records, described as follows:

All that portion of Lot 5 in Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, except the South 12 feet and the North 70 feet thereof, lying Southwesterly of a line 80 feet Northeasterly from, (measured at right angles to) and parallel with the Easterly line of the County Road.

**PARCEL SIXTY-THREE (V6A-3-71)  
(APN 8141-19-800)**

That certain parcel of land as conveyed by Final Order of Condemnation dated October 18, 1917 executed by Superior Court of the State of California to Los Angeles & Salt Lake Railroad Company, a corporation, recorded October 18, 1917, in Book 6471 of Deeds, Page 337, Los Angeles County Records, described as follows:

That portion of Lot 6, and the South 12 feet of Lot 5, in Block "L" of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch, in the City of Whittier, County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County, lying Westerly of a line 80 feet Easterly from, measured at right angles to, the Westerly line of said Lots 5 and 6.

**PARCEL SIXTY-FOUR (V6A-3-72)**  
**(APN NONE SHOWN)**

**PICKERING AVENUE**

**PARCEL SIXTY-FIVE (V6A-3-73)**  
**(APN 8141-21-800 PORTION)**

That certain parcel of land as conveyed by Final Order of Condemnation dated August 15, 1917 executed by the Superior Court of the State of California to Los Angeles & Salt Lake Railroad Company, a corporation, recorded August 15, 1917 in Book 6525 of Deeds, Page 321, Los Angeles County Records, described as follows:

That certain part of portion of Lot Nine (9) of Block "K" of the Pickering Land & Water Company's Subdivision in the City of Whittier, in the County of Los Angeles, State of California, as per map recorded in Book 21, Pages 53 and 54, Miscellaneous Records of said County of Los Angeles,

EXCEPT that portion of Lot 9 conveyed to O.J. Sheuermann by Deed recorded in Book 2606, Page 167 of Deeds, which part or portion of said Lot 9 is particularly described as follows:

BEGINNING at a point in the West line of said Lot 9 distant South 159.79 feet from the Northwest corner of said Lot 9, said Point of Beginning being the most Southerly corner of said land; thence North 72°48' East along the Southerly line of said land, 60.64 feet, more or less, to a point distant Northeasterly 80 feet measured at right angles from the Southeasterly prolongation of the Westerly line of Lot 6 of Block "L" of said Subdivision; thence North 29°40' West along a line parallel with said last mentioned line 117.04 feet to a point in the West line of said Lot 9; thence South along the West line of said Lot 9, 119.63 feet to the Point of Beginning.

**PARCEL SIXTY-SIX (V6A-3-74)**  
**(APN 8141-21-800 PORTION)**

That certain parcel of land as conveyed by Deed dated April 14, 1917 executed by Kasper Scheuermann, et ux to Los Angeles & Salt Lake Railroad Company, a corporation a corporation of the State of Utah, recorded May 23, 1917, in Book 6431 of Deeds, Page 321, Los Angeles County Records, described as follows:

That portion of the parcel of land conveyed to Kasper Scheuerman by Deed recorded in Book 2606, Page 167 of Deeds, in Lot 9 of Block K, of the Pickering Land & Water Company's Subdivision of the John M. Thomas Ranch in the City of Whittier, County of Los Angels, State of California as per map recorded in Book 21, Page 53 and 54, Miscellaneous Records of said County, described as follows:

BEGINNING at a point in the West line of said Lot 9, distant South 159.79 feet from the Northwest corner of said Lot 9, said Point of Beginning being the most Southerly corner of the parcel of land in said Lot 9, conveyed to Lindley M. Green by Deed recorded in Book 3065, Page 87 of Deeds; thence North 72°48' East along the Southerly line of said land of Green 60.64 feet more or less to a point distant Northeasterly 80 feet, measured at right angles, from the Southeasterly prolongation of the Westerly line of Lot 6 of Block "L" of said subdivision; thence South 29°40' East along a line parallel with said last mentioned line 182.00 feet, more or less, to a point in the South line of Said Lot 9, distant West 526.97 feet more or less from the Southeast corner of said Lot 9; thence West along said South line 51.01 feet; thence North 55°46'

West 81.10 feet; thence North 29°40' West 60.51 feet to a point in the West line of said Lot 9; thence North along said West line 42 feet to the Point of Beginning.

**PARCEL SIXTY-SEVEN (V6A-3-75)  
(APN NONE SHOWN)**

**WHITTIER BOULEVARD**

**PARCEL SIXTY-EIGHT (V6A-3-76)  
(APN 8165-10-803 PORTION, 8165-10-800 PORTION)**

That certain parcel of land as conveyed by Deed dated December 15, 1916 executed by Alfredo Scotti, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 16, 1916, in Book 6404 of Deeds, Page 105, Los Angeles County Records, described as follows:

That portion of Lot 1 of the Resurvey of the Gunn & Hazzard's Plat of Cullen Tract, in the County of Los, Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, and of the strip of land adjoining the Northeasterly line of said Lot as shown on said map lying Northwesterly of a line distant Southeasterly 4.563 chains measured at right angles from the Northwesterly line of said Lot 1 and the prolongation thereof and Northeasterly of a line distant 50 feet Southwesterly from measured at right angles to the following described center line and its prolongation of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Northeasterly prolongation of the Northwesterly line of said Lot 1 distant Southwesterly 19.34 feet from the intersection of said prolonged line with the center line of the Los Angeles and Santa Ana Road; thence South 29°29' East 28.7 feet to the beginning of a curve concave to the Southwest having a radius of 2864.93 feet; thence Southeasterly along said curve 298.4 feet to a point in the Southeasterly line of the above described tract, distant Southwesterly 179.78 feet from the center line of the Los Angeles and Santa Ana Road, measured along said Southeasterly line.

EXCEPTING THEREFROM any part of said strip now being used as a public road.

EXCEPTING THEREFROM that parcel of land as conveyed by Quitclaim Deed dated September 4, 1917 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a corporation to Harley M. Jordan recorded September 14, 1917 in Book 6533 of Deeds, Page 252 Los Angeles County Records, described as follows:

All that part of the land conveyed by Alfred Scotti and M.N Scott, his wife, to Los Angeles & Salt Lake Railroad Company under date of December 15, 1916, and which said Deed is recorded in Book 6404, Page 105 of Deed, records of Los Angeles County, lying Northeasterly of a line that is parallel to and distant uniformly fifty (50) feet Northeasterly from the center line of the railroad as described in the Deed above referred to.

**PARCEL SIXTY-NINE (V6A-3-77)  
(APN 8165-10-803 PORTION, 8165-10-800 PORTION)**

That certain parcel of land as conveyed by Deed dated July 25, 1917 executed by Harley M. Jordan, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded August 21, 1917, in Book 6478 of Deeds, Page 267, Los Angeles County Records described as follows:

A strip of land 100 feet in width, through a portion of Lot 1 of the Resurvey of Gunn & Hazzard's Plat of the Cullen Tract in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, and also through a portion of the strip of land adjoining the Northeast boundary line of said Lot 1 as shown

on said Map, said strip of land 100 feet in width being 50 feet on each side of, measured at right angles from the following described center line and the prolongation thereof, to wit:

BEGINNING at a point in a line which is parallel to and distant Southeasterly 4.563 chains, measured along the Southwesterly line of said Lot 1 from the Northwesterly line of said Lot 1 and the prolongation thereof, said Point of Beginning being distant Southwesterly 179.78 feet measured along said parallel line from center line of the Los Angeles and Santa Ana Road; said Point of Beginning also being a point in a curve, the center of the circle of which said curve is an arc bearing South 66°25' West 2864.93 feet; thence Southeasterly along said curve 144.13 feet; thence South 20°38' East along a tangent to said curve 204.61 feet, more or less, to a point in a line which is parallel to and distant Southeasterly 9.213 chains, measured along the Southwesterly line of said Lot 1 from the Northwesterly line of said Lot 1 and the prolongation thereof, said last mentioned point being distant Southwesterly 379.27 feet measured along said last mentioned parallel line from the center line of the Los Angeles and Santa Ana Road.

**PARCEL SEVENTY (V6A-3-78)**  
**(APN 8165-10-803 PORTION, 8165-10-800 PORTION, 8165-10-802 AND 8165-10-804)**

That certain parcel of land as conveyed by Final Order of Condemnation dated August 15, 1917 executed by the Superior Court of the State of California to Los Angeles & Salt Lake Railroad Company, a corporation recorded August 15, 1917 in Book 6580 of Deeds, Page 234, Los Angeles County Records described as follows:

A strip of land one hundred (100) feet in width through a portion of Lot One (1) of the Resurvey of Gunn & Hazzard's Plat of the Cullen Tract in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, being fifty (50) feet on each side of, measured at right angles from, the following described center line and the prolongation thereof, to-wit:

BEGINNING at point in a line parallel to and distant Southeasterly 9.212 chains, measured along the Southwesterly line of said Lot One (1) from the Northwesterly line of said Lot One (1) and the prolongation thereof, said Point of Beginning being distant Southwesterly 379.27 feet measured along said parallel line from the center line of the Los Angeles and Santa Ana Road; thence South 20°38' East 1099.29 feet, more or less, to a point in the Southeasterly line of said Lot One (1) distant Southwesterly 1,018.0 feet measured along the Southeasterly line of said Lot One (1) and the prolongation thereof from the center line of the Los Angeles and Santa Ana Road.

**PARCEL SEVENTY-ONE (V6A-3-79)**  
**(APN None Shown)**

**GREENLEAF ROAD**

**PARCEL SEVENTY-TWO (V6A-3-80)**  
**(APN 8165-20-800, 8165-20-801 AND 8165-20-804)**

That certain parcel of land as conveyed by Deed dated March 17, 1917 executed by Ezekiel M. Smith, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the state of Utah, recorded April 2, 1917, in Book 6386 of Deeds, Page 270, Los Angeles County Records described as follows:

A strip of land 60 feet in width, extending from the Northwesterly line to the Southwesterly line of those portions of Lots 9 and 10 of the Resurvey of Gunn and Hazzard's Plat of the Cullen Tract, in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, conveyed to the grantors herein by Deed recorded in Book 6339, Page 536 of Deeds, lying 30 feet on each side of the following described center line, and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

Beginning at a point in the Northwest line of Lot 10 of said Resurvey distant Northeasterly 1226.6 feet from the most Westerly corner of Lot 9 of said Resurvey; thence South 20°38' East 793.11 feet more or less to a point in the Southwesterly line of said land of Grantor, distant Northwesterly 64.89 feet, more or less, from the most Southerly corner of said land.

EXCEPTING therefrom the Northwesterly 20 feet thereof and the 30 foot road on the line between said Lots 9 and 10, for road purposes.

**PARCEL SEVENTY-THREE (V6A-3-81)**  
**(APN 8165-20-802)**

That certain parcel of land as conveyed by Deed dated March 9, 1917 executed by Chris H. Ehrich, et al, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded in Book 6468 of Deeds, Page 88, Los Angeles County Records described as follows:

That portion of the parcel of land conveyed to Chris H. Ehrich by Deed recorded in Book 5772, Page 167 of Deeds, in Lot 9 of the Resurvey of Gunn and Hazzard's Plat of the Cullen Tract in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64 Miscellaneous Records of said County, lying Northeasterly of a line distant Southwesterly 30 feet measured at right angles from the Following described center line and the prolongation thereof of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Northwest line of Lot 10 of said Resurvey, distant Northeasterly 1226.6 feet from the most Westerly corner of said Lot 9; thence South 20°38' East 793.11 feet more or less to a point in the Northeasterly line of said land of Chris H. Ehrich distant Northwesterly 64.89 feet more or less from the most Easterly corner of said land; thence continuing South 20°38' East 74.25 feet more or less to a point in the Southeasterly line of said land of Ehrich distant Southwesterly 36.79 feet more or less from the most Easterly corner of said last mentioned land.

**PARCEL SEVENTY-FOUR (V6A-3-82)**  
**(APN 8165-32-800 PORTION)**

That certain parcel of land as conveyed by Deed dated August 10, 1917 executed by Viola L. Musick, a widow to Los Angeles & Salt Lake Railroad Company, a Utah corporation, recorded August 21, 1917, in Book 6532 of Deeds, Page 179, Los Angeles County Records described as follows:

A strip of land 60 feet in width through a portion of Lot 9 of Gunn & Hazzard's Plat of the Cullen Tract, being a part of the Collina Tract of the Santa Gertrudes Grant, in the County of Los Angeles, State of California, as per map recorded in Book 34 Page 64 Miscellaneous Records of said County, said strip of land being 30 feet on each side of the following described center line and the prolongation thereof, of Los Angeles & Salt Lake Railroad to-wit:

BEGINNING at a point in a line which is parallel with and distant Northeasterly 582 feet, measured along the Southeasterly line of said Lot 9 from the Southwesterly line of said Lot, said Point of Beginning being distant Northwesterly 431.31 feet, measured along said parallel line, from the Southeasterly line of said Lot 9; thence North 20°38' West 433.45 feet, more or less, to a point in a line which is parallel with and distant Northwesterly 810.48 feet, measured along the Northeasterly line of said Lot, from the Southeasterly line of said Lot, said last mentioned point being distant Southwesterly 322.56 feet measured along said last mentioned parallel line from the Northeasterly line of said Lot 9.

**PARCEL SEVENTY-FIVE (V6A-3-83)**  
**(APN 8165-32-800 PORTION)**

That certain parcel of land as conveyed by Deed dated November 20, 1917 executed by A.P. Grider, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 6, 1917, in Book 6604 of Deeds, Page 37, Los Angeles County Records described as follows:

A strip of land 60 feet in width, through a portion of Lot 9 of Gunn & Hazzard's plat of the Cullen Tract, being a part of the Colima Tract of the Santa Gertrudes Grant, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, said strip of land being 30 feet on each side of the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southeasterly line of said Lot 9, distant Northeasterly 344.54 feet from the most Southerly corner of said Lot 9, said Point of Beginning being also a point in a curve, the center of the circle of which said curve is an arc bearing North 65°33'40" East, 2864.93 feet; thence Northwesterly along said curve, 190.3 feet thence North 20°38' West along a tangent to said curve, 300.29 feet, more or less, to a point in a line parallel with and distant Northeasterly, 582 feet, measured along the Southeasterly line of said Lot 9 from the Southwesterly line of said Lot 9; said last mention point being distant Northwesterly 431.31 feet, measured along said parallel line, from the Southeasterly line of said Lot 9.

**PARCEL SEVENTY-SIX (V6A-3-84)**  
**(APN NONE SHOWN)**

***PAINTER ROAD***

**PARCEL SEVENTY-SEVEN (V6A-3-85)**  
**(APN 8164-15-801, 8164-15-803)**

That certain parcel of land as conveyed by Deed dated January 4, 1917 executed by James W. Ditzler, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded January 12, 1917, in Book 6426 of Deeds, Page 66, Los Angeles County Records described as follows:

A strip of land 60 feet in width through that portion of Lot 12 of the Resurvey of Gunn & Hazzard's Plat of the Cullen Tract in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County; conveyed to the grantors herein by Deed recorded in Book 5761, Page 295 of Deeds, being 30 feet on each side of the following described center line and its prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Northwesterly line of said Lot 12, distant Northeasterly 344.54 feet from the most Westerly corner thereof; thence Southeasterly along a curve concave to the Northeast and having a radius of 2864.93 feet a distance of 453.60 feet to a point in the Northwesterly line of the land conveyed to Martha J. McFadden by Deed recorded in Book 2245, Page 111 of Deeds distant Northeasterly 180.85 feet measured along said Northwesterly line from the Southwesterly line of said Lot 12.

**PARCEL SEVENTY-EIGHT (V6A-3-86)**  
**(APN 8165-15-802, 8164-15-803)**

That certain parcel of land as conveyed by Deed dated December 26, 1917 executed by John Moholem McFadden, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation organized and existing under the laws of the State of Utah, recorded January 31, 1918 in Volume A of Official Records, Pages 3703 & 3704, Los Angeles County Records described as follows:

A strip of land sixty (60) feet in width through a portion of Lot Twelve (12) of the Resurvey of Gunn & Hazzard's Plat of the Cullen Tract, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, being thirty (30) feet

on each side of the following described center line and the prolongation thereof of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southeasterly line of said Lot Twelve (12), distant North 39°41' East 60.8 feet from the most Southerly corner of said Lot Twelve (12); thence North 50°57' West, 96.3 feet to the Point of Beginning of a curve concave to the Northeast and having a radius of 2864.93 feet; thence Northwesterly along said curve 852.90 feet, more or less, to a point in the Northwesterly line of the land conveyed to Martha J. McFadden by Deed recorded in Book 2245, Page 111, of Deeds, Records of said County, distant North 39°41' East, 181.36 feet, measured along said Northwesterly line from the Southwesterly line of said Lot Twelve(12).

**PARCEL SEVENTY-NINE (V6A-3-87)  
(APN NONE SHOWN)**

***BARTON AVENUE (NOW KNOWN AS LAUREL AVENUE)***

**PARCEL EIGHTY (V6A-3-88)  
(APN 816-33-800 PORTION)**

That certain parcel of land as conveyed by Deed dated June 25, 1917 executed by Miandia B. Stubbs, et vire, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded July 16, 1917 in Book 6504 of Deeds, Page 231, Los Angeles County Records described as follows:

That portion of Lot 2 of the Subdivision of Lot 19 of Gunn & Hazzard's Plat of the Cullen Tract, in the County of Los Angeles, State of California, as per map recorded in Book 42, Page 28 Miscellaneous Records of said County, lying Southwesterly of a line distant Northeasterly 25 feet, measured at right angles from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to wit;

BEGINNING at a point in the Northwesterly line of said Lot 2 distant Northeasterly 60.8 feet from the most Westerly corner of said Lot 2; thence South 50°31' East 1144.90 feet, more or less, to a point in the Southeasterly line of said Lot 2, distant Northeasterly 67.02 feet from the most Southerly corner of said Lot 2.

EXCEPTING therefrom the Northwesterly 20 feet and the Southwesterly 15 feet thereof, for road purposes.

Also that portion of the parcel of land conveyed to the grantors herein by Deed recorded in Book 6375 Page 315 of Deeds, Records of Los Angeles County, California, in Lot 3, of Chawner's Subdivision of Lot 3 of the Subdivision of Lot 19 of Gunn & Hazzard's Plat of the Cullen Tract in the County of Los Angeles, State of California, as per map recorded in Book 52, Page 61, Miscellaneous Records of said County, lying Southwesterly of a line distant Northeasterly 25 feet, measured at right angles, from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Northwesterly line of said Lot 3, distant Northeasterly 52.02 feet from the Southwest corner of said Lot 3, said Southwest corner being a point in the Northeasterly line of the road shown on the Southwesterly line of said Lot 3, on the above mentioned map; thence South 50°31' East 72.02 feet, more or less to a point in the Easterly line of said parcel of land conveyed to the grantors herein, distant Northeasterly 59.51 feet from the most Southerly corner of said parcel of land.

**PARCEL EIGHTY-ONE (V6A-3-89)  
(APN 8163-33-800 portion)**



That certain parcel of land as conveyed by Deed dated November 20, 1917 executed by W.H. Francis, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded December 11, 1917, in Book 6590 of Deeds, Page 196, Los Angeles County Records described as follows:

That portion of Lot 3 of Chawner's Subdivision of Lot 3 of a Subdivision of Lot 19, of Gunn & Hazzard's Plat of the Cullen Tract, in the County of Los Angeles, State of California, as per map recorded in Book 52, Page 61, Miscellaneous Records of said County, lying Easterly of the parcel of land in said Lot 3, conveyed to H.F. Stubbs et al, by Deed recorded in Book 6375 Page 315 of Deeds, records of said County, and Southwesterly of a line distant Northeasterly 25 feet, measured at right angles, from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Easterly line of said parcel of land conveyed to H.F. Stubbs, et al, distant Northeasterly 76.67 feet, measured along said Easterly line and the prolongation thereof from the center line of the road adjoining said Lot 3 on the Southwest; thence South 50°31' East, 273.98 feet more or less to a point in the Southeasterly line of said Lot 3, distant Northeasterly 69.25 feet, measured along the Southeasterly line of said Lot 3, and the prolongation thereof, from the center line of the road adjoining said Lot 3 on the Southwest.

**PARCEL EIGHTY-TWO (V6A-3-90)**  
**(APN 8163-33-800 PORTION)**

That certain parcel of land as conveyed by Deed dated December 5, 1917 executed by Joseph Weber, unmarried, to Los Angeles & Salt Lake Railroad Company, a corporation of the state of Utah, recorded December 11, 1917 in Book 6593 of Deeds, Page 172, Los Angeles County Records described as follows:

That portion of Lot 2 of Chawner's Subdivision of Lot 3 of a Subdivision of Lot 19 of Gunn & Hazzard's Subdivision of part of the Colima Tract of the Santa Gertrudes Grant, in the County of Los Angeles, State of California, as per map recorded in Book 52, Page 61 Miscellaneous Records of said County, lying Southwesterly of a line distant Northeasterly 25 feet, measured at right angles from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Northwesterly line of said Lot 2 distant Northeasterly 69.25 feet, measured along said Northwesterly line and the prolongation thereof, from the center line of the road adjoining said Lot on the Southwest; thence South 50°31' East 345.88 feet more or less to a point in the Southeasterly line of said Lot 2, distant Northeasterly 72 feet, measured along the Southeasterly line of said Lot and the prolongation thereof, from the center line of the road adjoining said Lot on the Southwest.

**PARCEL EIGHTY-THREE (V6A-3-91)**  
**(APN 8163-33-800 PORTION)**

That certain parcel of land as conveyed by Deed dated April 16, 1917 executed by Benjamin Byers, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded April 25, 1917 in Book 6459 of Deeds, Page 148, Los Angeles County Records described as follows:

That portion of Lot 1 of Chawner's Subdivision of Lot 3 of the Subdivision of Lot 19 of Gunn & Hazzard's Plat of the Cullen Tract, in the County of Los Angeles, State of California, as per map recorded in Book 52, Page 61, Miscellaneous Records of said County lying Southwesterly of a line distant Northeasterly 25 measured at right angles from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southeasterly line of said Lot 1, being the Northwesterly line of the road shown on the Southeasterly line of said Lot 1 on the above mentioned map, distant Northeasterly 59.65 feet from the most Southerly corner of said Lot 1, said corner being the point of intersection of the Northwesterly line of the road shown on the



Southeasterly line of said Lot, with the Northeasterly line of the road shown on the Southwesterly line of said Lot, on the above mentioned map; thence North 50°31' West 330.69 feet, more or less, to a point in the Northwest line of said Lot 1, distant Northeasterly 56.74 feet from the most Westerly corner of said Lot 1, said Westerly corner being the point of intersection of the Northwesterly line of said Lot 1, with the Northeasterly line of the road shown on the Southwesterly line of said Lot 1 on the mentioned Map.

RESERVING THEREFROM the Southeasterly 5 feet, more or less thereof, for road purposes, as conveyed to the County of Los Angeles, by Deed recorded in Book 6112, Page 120 of Deeds.

**PARCEL EIGHTY-FOUR (V6A-3-92)**  
**(APN NONE SHOWN)**

***WALNUT WAY (NOW KNOWN AS CALMADA AVENUE)***

**PARCEL EIGHTY-FIVE (V6A-4-93)**  
**(APN 8162-24-801)**

That certain parcel of land as conveyed by Deed dated March 21, 1917 executed by George L. Augustine, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded March 30, 1917 in Book 6442 of Deeds, Page 298, Los Angeles County Records described as follows:

That portion of the parcel of land conveyed to George L. Augustine, one of the grantors herein, by Deed recorded in Book 5478, Page 36 of Deeds, records of Los Angeles County, State of California, in Lot 5 of Maxon's Subdivision of Gunn & Hazzard's Subdivision of the Colima Tract, in said County and State, as per map recorded in Book 42, Page 37, Miscellaneous Records of said County, lying Southwesterly of the following described line, to-wit:

BEGINNING at a point in the Northwest line of said Lot 5, distant Northeasterly 89.75 feet from the intersection of said Northwest line prolonged Southwesterly with the center line of the road adjoining the Southwesterly line of Lot 1 of Chawner's Subdivision of Lot 3, of a Subdivision of Lot 19 of Gunn & Hazzard's Plat of Cullen Tract, as per map recorded in Book 52, Page 61, Miscellaneous Records of said County; thence South 50°23'25" East, 1121.48 feet more or less, to a point in the Southeast line of said Lot 5 distant Northeasterly 102.08 feet measured along the prolongation of the Southeast line of said Lot 5 from the Southwesterly line of Lot 3 of the Resurvey of Gunn's Plat of the Blaisdell Tract, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County.

EXCEPTING THEREFROM that parcel of land as conveyed by Deed dated January 30, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded February 10, 1958 as Document No. 3912 of Deeds, Los Angeles County Records, described as follows:

All that portion of Lot 5, Maxsons' Subdivision of Gunn & Hazards Subdivision of the Colima Tract, as per map recorded in Book 42, Page 37 Miscellaneous Records of said County and all that portion of Lot 3 of Resurvey and Gunn's Plat of the Blaisdell Tract as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, described as a whole as lying Southwesterly of a line parallel with and 17.00 feet, Southwesterly measured at right angles from the following described line:

BEGINNING at a point in the Northwesterly line of said Lot 5, distant Northeasterly along said Northwesterly line and its Southwesterly prolongation, 75.32 feet from a 2 1/2 inch brass cap set in concrete at the intersection of said Southwesterly prolongation of the Northwesterly line of said Lot 5 with the centerline of Lambert Road, 30 feet wide, as said road is shown on Map of Tract No. 16278, recorded in Book 385, Page 33 of Maps, records of said County; thence Southeasterly 1119.3 feet, more or less, to a point in the Southeasterly line of said Lot 5, distant Northeasterly along said Southeasterly line and its Southwesterly prolongation 80.92 feet from the intersection of said Southwesterly prolongation of the

Southeasterly line of said Lot 5 with the centerline of said Lambert Road, 30 feet wide; thence continuing Southeasterly 583.9 feet, more or less, to a point in the Southeasterly line of said Lot 3, distant Northeasterly thereon 84.10 feet from a 2 ½ inch brass cap set in concrete at the most Southerly corner of said Lot 3.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated January 30, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to West Shore Company, a California corporation recorded February 24, 1958 as Document No. 3726, Los Angeles County Records, described as follows:

That portion of Lot 5, Maxsons' Subdivision of Gunn & Hazzard's Subdivision of the Colima Tract, as per map recorded in Book 42, Page 37, Miscellaneous Records of said County and all that portion of Lot 3 of Resurvey of Gunn's Plat of the Blaisdell Tract as per map recorded in Book 34, Page 64, Miscellaneous Records of said County described as a whole as lying Southeasterly of the Northeasterly prolongation of the Southeasterly line of Tract No. 19221 as per map recorded in Book 483, Page 9 of Maps, records of said County and lying Southwesterly of a line parallel with and 17.00 feet Southwesterly, measured at right angles from the following

BEGINNING at a point in the Northwesterly line of said Lot 5, distant Northeasterly along said Northwesterly line and its Southwesterly prolongation, 75.32 feet from a 2 ½ inch brass cap set in concrete at the intersection of said Southwesterly prolongation of the Northwesterly line of said Lot 5 with the centerline of Lambert Road, 30 feet wide, as said road is shown on Map of Tract No. 16278, recorded in Book 385, Page 33 of Maps, records of said County; thence Southeasterly 1119.3 feet, more or less to a point in the Southeasterly line of said Lot 5, distant Northeasterly along said Southeasterly line and its Southwesterly prolongation 80.92 feet from the intersection of said Southwesterly prolongation of the Southeasterly line of said Lot 5 with the centerline of said Lambert Road, 30 feet wide; thence continuing Southeasterly 583.9 feet, more or less, to a point in the Southeasterly line of said Lot 3, distant Northeasterly thereon 84.10 feet from a 2 ½ inch brass cap set in concrete at the most Southerly corner of said Lot 3.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated January 30, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Silver F. Potter, a widower recorded August 4, 1958 as Document No. 4220, Los Angeles County Records, described as follows:

That portion of Lot 5, Maxsons' Subdivision of Gunn & Hazzard's Subdivision of the Colima Tract, as per map recorded in Book 42, Page 37, Miscellaneous Records of said County, lying Northwesterly of the Northeasterly prolongation of the Northwesterly line of Lot 3, , Tract No. 19221 as per Map recorded in Book 483, Page 9 of Maps, records of said County and lying Southwesterly of a line parallel with and 17.00 feet Southwesterly measured at right angles from the following described line:

BEGINNING at a point in the Northwesterly line of Lot 5 of said Maxsons' Subdivision, distant Northeasterly along said Northwesterly line and its Southwesterly prolongation, 75.32 feet from a 2 ½ inch brass cap set in concrete at the intersection of said Southwesterly prolongation of the Northwesterly line of said Lot 5 with the centerline of Lambert Road, 30 feet wide, as said road is shown on Map of Tract No. 16278, recorded in Book 385, Page 33 of Maps, records of said County; thence Southeasterly 1119.3 feet, more or less, to a point in the Southeasterly line of said Lot 5, distant Northeasterly along said Southeasterly line and its Southwesterly prolongation 80.92 feet from the intersection of said Southwesterly prolongation of the Southeasterly line of said Lot 5 with the centerline of said Lambert Road, 30 feet wide.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated January 30, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Glenn Garrett, et al, recorded September 30, 1958 as Document No. 2652, Los Angeles County Records, described as follows:

That portion of Lot 5, Maxsons' Subdivision of Gunn & Hazzard's Subdivision of the Colima Tract, as per Map recorded in Book 42, Page 37, Miscellaneous Records of said County, lying Southeasterly of the Northeasterly prolongation of the Northwesterly line of Lot 3, Tract No. 19221 as per Map recorded in Book 483, Page 9 of Maps, records of said County,

and Northwesterly of the Northeasterly prolongation of the Southeasterly line of said Tract No. 19221, and lying Southwesterly of a line parallel with and 17.00 feet Southwesterly, measured at right angles from the following described line:

BEGINNING at a point in the Northwesterly line of Lot 5 of said Maxsons' Subdivision, distant Northeasterly along said Northwesterly line and its Southwesterly prolongation, 75.32 feet from a 2 ½ inch brass cap set in concrete at the intersection of said Southwesterly prolongation of the Northwesterly line of said Lot 5 with the centerline of Lambert Road, 30 feet wide, as said road is shown on Map of Tract No. 16278, recorded in Book 385, Page 33 of Maps, records of said County; thence Southeasterly 1119.3 feet, more or less, to a point in the Southeasterly line of said Lot 5, distant Northeasterly along said Southeasterly line and its Southwesterly prolongation 80.92 feet from the intersection of said Southwesterly prolongation of the Southeasterly line of said Lot 5 with the center line of said Lambert Road, 30 feet wide.

**PARCEL EIGHTY-SIX (V6A-3-94)**  
**(APN 8162-24-800)**

That certain parcel of land as conveyed by Deed dated August 1, 1917 executed by J. Allen Osmun, Administrator of the Estate of Asa Douglas, deceased to Los Angeles & Salt Lake Railroad Company, recorded August 22, 1917 in Book 6547 of Deeds, Page 51, Los Angeles County Records described as follows:

That portion of Lot 3 of the Resurvey of Gunn's Plat of the Blaisdell Tract, in the County of Los Angeles, State of California, as per map recorded in Book 64, Page 64, Miscellaneous Records of said County, lying Southwesterly of a line distant Northeasterly 25 feet, measured at right angles from the following described center line and the prolongation thereof of the Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southeasterly line of said Lot 3, distant Northeasterly 83.9 feet from the most Southerly corner of said lot; thence North 50°31' West 583.9 feet to a point in the Southeasterly line of Maxon's Subdivision as per map recorded in Book 42, Page 37, Miscellaneous Records, distant Northeasterly 81.1 feet from the Southwesterly line of said Lot Three.

EXCEPTING THEREFROM that parcel of land as conveyed by deed dated January 30, 1958 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded February 10, 1958 as Document No. 3912, and by Deed dated January 30, 1958 executed by Union Pacific Railroad Company, a Utah corporation to West Shore Company, a California corporation, recorded February 24, 1958 as Document No. 3726, Los Angeles County Records, described as follows:

That portion of Lot 5, Maxsons' Subdivision of Gunn & Hazzard's Subdivision of the Colima Tract, as per Map recorded in Book 42, Page 37, Miscellaneous Records of said County and all that portion of Lot 3 of Resurvey of Gunn's Plat of Baisdell Tract as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, described as a whole as lying Southwesterly of a line parallel with and 17.00 feet, Southwesterly measured at right angles from the following described line:

BEGINNING at a point in the Northwesterly line of said Lot 5, distant Northeasterly along said Northwesterly line and its Southwesterly prolongation, 75.32 feet from a 2 ½ inch brass cap set in concrete at the intersection of said Southwesterly prolongation of the Northwesterly line of said Lot 5 with the centerline of Lambert Road, 30 feet wide, as said road is shown on Map of Tract No. 16278, recorded in Book 385, Page 33 of Maps, records of said County; thence Southeasterly 1119.3 feet, more or less, to a point in the Southeasterly line of said Lot 5, distant Northeasterly along said Southeasterly line and its Southwesterly prolongation 80.92 feet from the intersection of said Southwesterly prolongation of the Southeasterly line of said Lot 5 with the centerline of said Lambert Road, 30 feet wide; thence continuing Southeasterly 583.9 feet, more or less, to a point in the Southeasterly line of said Lot 3, distant Northeasterly thereon 84.10 feet from a 2 ½ inch brass cap set in concrete at the most southerly corner of said Lot 3.

PARCEL EIGHTY-SEVEN (V6A-4-95) Easement  
(APN NONE SHOWN)

*GUNN ROAD (NOW SHOWN AS GUNN AVENUE)*

PARCEL EIGHTY-EIGHT (V6A-4-96)  
(APN 8159-20-804 PORTION, 8159-20-804 PORTION)

That certain parcel of land as conveyed by Deed dated March 1, 1917 executed by Leonard B. Sharpless, et ux, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded April 14, 1917 in Book 6455 of Deeds, Page 298, Los Angeles County Records described as follows:

That portion of the parcel of land in Lot 10 of the Resurvey of Gunn's Plat of the Blaisdell Tract in the County of Los Angeles, State of California, as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, conveyed to the grantor herein by Deed recorded in Book 1725, Page 38 of Deeds, lying Southerly of the following described line to-wit:

BEGINNING at a point in the Northwest line of said Lot 10, distant Northeasterly 110.37 feet from the most Westerly corner of said Lot, said Point of Beginning being also distant Northeasterly 25 feet measured at right angles from the located center line of the Los Angeles & Salt Lake Railroad; thence South 50°31' East parallel of said center line 491.60 feet; thence North 39°29' East along a line at right angles to said center line 5 feet; thence Southeasterly parallel with said center line along a curve concave to the Northwest having a radius of 5699.65 feet, a distance of 250.51 feet more or less to a point in the Southeasterly line of the land conveyed to said Grantee by said Deed distant Northeasterly 125.58, feet more or less, measured along said Southeast line, from the Southwesterly line of said lot.

EXCEPTING THEREFROM that parcel of land conveyed by Easement dated June 16, 1959, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to County of Los Angeles, a body politic recorded August 20, 1959 as Document No. 3821, Los Angeles County Records, described as follows:

That certain strip of land 5 feet wide situated in the County of Los Angeles, State of California, being portion of Lot 10 of a Resurvey of Gunn's Plat of the Blaisdell Tract as per Map recorded in Book 34, Page 64, Miscellaneous Records of said County, and Lot 26 of Stoddart's Subdivision of Part of the Colima Tract as per Map recorded in Book 60, Page 17, Miscellaneous Records of said County, the Northeasterly line of said 5 foot strip described as follows:

COMMENCING at a point on the Southwesterly line of said Lot 10, distant Southeasterly along said Southwesterly line, 88.78 feet from the most Westerly corner of said Lot 10; thence Northeasterly at right angles to said Southwesterly line, 20.00 feet to the True Point of Beginning; thence Southeasterly along a line parallel with and 20.00 feet Northeasterly, measured at right angles to said Southwesterly line of said Lot 10, and the Southeasterly prolongation thereof, to a point on the Northeasterly prolongation thereof, to a point in the Northerly line of that certain parcel of land described in Deed to H.E. Huntington, Trustee, recorded in Book 2834, Page 108 of Deeds, records of said County.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated July 11, 1961, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded September 14, 1961 as Document No. 1582 and by Deed Dated July 11, 1961, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Harold M. Vallentine, a married man recorded September 14, 1961 as Document No. 1583, described as follows:

Being a portions of Lot 10 of a Resurvey of Gunn's Plat of the Blaisdell Tract as per Map recorded in Book 34, Page 64 Miscellaneous Records of Said County, and Lot 26 of Stoddart's Subdivision of Part of the Colima Tract as per Map

recorded in Book 60, Page 17, Miscellaneous Records of said County, being more particularly described as a whole as follows:

BEGINNING at a point of intersection of a line parallel with an distant 20 feet Southeasterly, measured at right angles from the Northwestern line of said Lot 10 with a line, parallel with and distant 15 Northeasterly, measured at right angles from the Southwesterly line of said Lot 10; thence along first mentioned parallel line North 58°29'30" East, 50.12 feet to a point on a line parallel with and distant 42 feet Southwesterly, measured at right angles from that certain course described as having a bearing and distance of South 50°31' East, 491.60 feet in that certain Deed to Los Angeles & Salt Lake Railroad Company recorded in Book 6455, Page 298 of Deeds, records of said County; thence along said last mentioned parallel line and its Southeasterly prolongation, South 50°42'35" East, 1045.21 feet, more or less, to a point in the Northerly line of that certain parcel of land described in Deed to H.E. Huntington, Trustee, recorded in Book 2834, Page 108 of Deeds, records of said County; thence along said Northerly line of H.E. Huntington land North 60°27'05" West, 300.24 feet to a point in the Southeasterly prolongation of said line, being parallel with the Southwesterly line of said Lot 10; thence along said Southeasterly prolongation of said Lot 10; thence along said Southeasterly prolongation of said Lot 10; thence along said Southeasterly prolongation of said parallel line and along said parallel line North 50°26'40" West, 766.01 feet to the Point of Beginning.

**PARCEL EIGHTY-NINE (V6A-4-97)**  
**(APN 8159-20-805 PORTION, 8159-20-804 PORTION)**

That certain parcel of land as conveyed by Deed dated May 12, 1917 executed by James W. McCullough, et al, to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded June 2, 1917 in Book 6488 of Deeds, Page 221, Los Angeles County Records described as follows:

That portion of Lot 26 of Stoddart's Subdivision of part of the Colima Tract in, the County of Los Angeles, State of California, as per map recorded in Book 60, Page 17, Miscellaneous Records of said County, lying Northeasterly of the 100 foot strip of land conveyed to H.E. Huntington, Trustee, by Deed recorded in Book 2834, Page 108 of Deeds, and Southwesterly of a line distant Northeasterly 30 feet measured at right angles from the following described center line and the prolongation thereof, of the Los Angeles & Salt Lake Railroad to-wit:

BEGINNING a point in the Northwest line of said Lot 26 distant Northeasterly 93.29 feet from the intersection of the Southwesterly prolongation of said Northwest line with the center line of the road adjoining the Southwesterly side of said lot; said Point of Beginning being a point in a curve, the center of the circle of which said curve is an arc bearing North 37°05'25" East 5729.65; thence Southeasterly along said curve 734.9 feet to a point distant Northeasterly 30 feet measured at right angles from the Northeasterly line of said 100 foot strip conveyed to H.E. Huntington, Trustee; thence along a tangent to said curve and parallel with the Northeasterly line of said 100 foot strip South 60°15 1/2' East to the Southeasterly line of said Lot.

EXCEPTING THEREFROM that parcel of land conveyed by Easement dated June 16, 1959, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to County of Los Angeles, a body politic as Document No. 3821, Los Angeles County Records, described as follows:

That certain strip of land 5 feet wide situated in the County of Los Angeles, State of California, being portion of Lot 10 of a Resurvey of Gunn's Plat of the Blaisdell Tract as per map recorded in Book 34, Page 64, Miscellaneous Records of said County, and Lot 26 of Stoddart's Subdivision of Part of the Colima Tract as per map recorded in Book 60, Page 17, Miscellaneous Records of said County, the Northeasterly line of said 5 foot strip described as follows:

COMMENCING at a point on the Southwesterly line of said Lot 10, distant Southeasterly along said Southwesterly line, 88.78 feet from the most Westerly corner of said Lot 10; thence Northeasterly at right angles to said Southwesterly line, 20.00 feet to the True Point of Beginning; thence Southeasterly along a line parallel with and 20.00 feet Northeasterly,

measured at right angles to said Southwesterly line of said Lot 10, and the Southeasterly prolongation thereof, to a point on the Northeasterly prolongation thereof, to a point in the Northerly line of that certain parcel of land described in Deed to H.E. Huntington, Trustee, recorded in Book 2834, Page 108 of Deeds, records of said County.

ALSO EXCEPTING THEREFROM that parcel of land conveyed by Deed dated July 11, 1961, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded September 14, 1961 as Document No. 1582 and by Deed Dated July 11, 1961, (excluding mineral rights, if any, reserved by the grantor) executed by Union Pacific Railroad Company, a Utah corporation to Harold M. Vallentine, a married man recorded September 14, 1961 as Document No. 1583, described as follows:

Being a portions of Lot 10 of a Resurvey of Gunn's Plat of the Blaisdell Tract as per map recorded in Book 34, Page 64 Miscellaneous Records of said County, and Lot 26 of Stoddard's Subdivision of Part of the Colima Tract as per map recorded in Book 60, Page 17, Miscellaneous Records of said County, being more particularly described as a whole as follows:

BEGINNING at a point of intersection of a line parallel with an distant 20 feet Southeasterly; measured at right angles from the Northwesterly line of said Lot 10 with a line, parallel with and distant 15 Northeasterly, measured at right angles from the Southwesterly line of said Lot 10; thence along first mentioned parallel line North 58°29'30" East, 50.12 feet to a point on a line parallel with and distant 42 feet Southwesterly, measured at right angles from that certain course described as having a bearing and distance of South 50°31' East, 491.60 feet in that certain Deed to Los Angeles & Salt Lake Railroad Company recorded in Book 6455, Page 298 of Deeds, records of said County; thence along said last mentioned parallel line and its Southeasterly prolongation, South 50°42'35" East, 1045.21 feet, more or less, to a point in the Northerly line of that certain parcel of land described in Deed to H.E. Huntington, Trustee, recorded in Book 2834, Page 108 of Deeds, records of said County thence along said Northerly line of H.E. Huntington land North 60°27'05" West, 300.24 feet to a point in the Southeasterly prolongation of said line, being parallel with the Southwesterly line of said Lot 10; thence along said Southeasterly prolongation of said Lot 10; thence along said Southeasterly prolongation of said Lot 10; thence along said Southeasterly prolongation of said parallel line and along said parallel line North 50°26'40" West, 766.01 feet to the Point of Beginning.

**PARCEL NINETY (V6A-4-98)**  
**(APN NONE SHOWN)**

***MILLS AVENUE***

That certain Easement as conveyed by California Domestic Water company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation, dated September 25, 1917 and recorded October 11, 1917, in Book 6540 of Deeds Page 256, Los Angeles County Records described as follows:

A perpetual easement and right of way for railroad purposes, over, across and upon the particular parcel of land situate in the County of Los Angeles, State of California more particularly described as follows:

That portion of that certain strip of land, in the County of Los Angeles, State of California, marked "strip 20 ft. wide, sold to East Whittier Ditch Co.", on the map of Stoddard's Subdivision recorded in Book 60, Page 17, Miscellaneous Records of said County, lying 30 feet on each side of, measured at right angles from the following described center line and the prolongation thereof of Los Angeles & Salt Lake Railroad, to-wit:

BEGINNING at a point in the Southeast line of Lot 26 of Stoddard's Subdivision, distant Northeasterly 30 feet, measured at right angles, from the Southeasterly prolongation of the Northeasterly line of that certain parcel of land conveyed to H.E. Huntington, Trustee, by Deed recorded in Book 2834, Page 108 of Deeds, records of said County, said Point of



Beginning also being distant Southwesterly 85.56 feet, more or less, from the most Westerly corner of said Lot 26; thence South 60°15'30" East, parallel with the Southeasterly prolongation of the Northeasterly line of said parcel of land conveyed to H.E. Huntington, Trustee, by said Deed, a distance of 23.61 feet, more or less, to the Southeasterly line of said strip of land marked "strip 20 ft. wide, sold to East Whittier Ditch Co."

**PARCEL NINETY-ONE (V6A-4-99)  
(APN 8151-10-809 PORTION, 8151-10-811)**

That certain parcel of land as conveyed by Deed dated February 24, 1921 executed by Las Vegas Land & Water Company, a corporation to Los Angeles & Salt Lake Railroad Company, a corporation of the State of Utah, recorded March 15, 1921 in Book 109 of Deeds, Page 201, Los Angeles County Records described as follows:

That portion of the land marked "Tomas L. Sanchez 221.90 acres" on the Map of the Coronel and Sanches Tract recorded in Book 60, Page 73 Miscellaneous records of said County, described as follows, to-wit:

BEGINNING at the point of the intersection of the Northwesterly line of said 221.90 acre tract of land with the Southwesterly line of that certain 48.64 foot strip of land conveyed to H.E. Huntington, Trustee by Deed recorded in Book 2944, Page 187 of Deeds, records of said County, said point being distant Southwesterly 1343.24 feet, more or less from the most Northerly corner of said 221.90 acre tract of land, said point also being the most Westerly point of the land first described in the conveyance to the Grantor herein recorded in said Book 6551, Page 185 of Deeds; thence along the Southwesterly line of said 48.64 foot strip of land South 60°26' East 23.61 feet more or less to a point distant Southeasterly 20 feet measured at right angles from the Northwesterly line of said 221.90 acre tract of land; thence along a line parallel with the Northwesterly line of said 221.90 acre tract of land, North 61°39' East 118.03 feet, more or less, to a point on the Northeasterly line of the Pacific Electric Railway Company's one hundred foot right of way, said point being the most Westerly point of the land described as Parcel No. 1 in that certain conveyance to the Grantor herein recorded in Book 6952, Page 159 of Deeds; thence along the Northeasterly line of said one hundred foot right of way of the Pacific Electric Railway Company South 60°26' East 2047.64 feet, more or less, to a point in the Westerly line of land conveyed to H.L. Riggings by Deed recorded in Book 1374, Page 212 of Deeds, records of said County, distant Southwesterly 787.23 feet, more or less, from the most Northerly corner of said land of Riggings, said point also being the most Southerly point of the land third described in the conveyance to the Grantor herein recorded in said Book 6551, Page 185 of Deeds; thence Northeasterly along the Westerly line of said land of Riggings 60.06 feet, more or less, to a point distant 60 feet Northerly measured at right angles, from the Northerly line of said one hundred foot right of way of the Pacific Electric Railway Company; thence along a line parallel with the Northerly line of said one hundred foot right of way North 60°26' West 1340.38 feet, more or less to a point in the Southeasterly line of that certain 10.52 acre tract of land conveyed to Asa Douglas by Deed recorded in Book 1940, Page 79 of Deeds records of said County, thence along the Southeasterly line of said 10.52 acre tract of land North 38°00' East 9.47 feet, more or less, to the most Easterly corner of the land described as Parcel No. 2 in that certain conveyance to the grantor herein recorded in said Book 6952, Page 159 of Deeds; thence along the Northeasterly line of said parcel No. 2 North 60°26' West 355.13 feet, more or less, to a point in a line distant Northwesterly 20 feet from and parallel with the Southwesterly line of said 10.52 acre tract of land; thence along said parallel line North 50°28' West 307.52 feet, more or less, to a point in the Northeasterly line of said 221.90 acre tract of land; thence along the Northwesterly line of said 221.90 acre tract of land South 61°39' West 262.63 feet, more or less to the Point of Beginning.

EXCEPTING THEREFROM that parcel of land conveyed by Quitclaim Deed dated August 30, 1955, (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded September 13, 1955, as Document No. 4608 Los Angeles County Records and by Quitclaim Deed dated August 30, 1955, executed by Union Pacific Railroad Company to County of Los Angeles recorded October 20, 1955 as Document No. 4701, Los Angeles County Records, described as follows:

Being that portion of that certain parcel of land Marked "Tomas L. Sanchez 221.90 Acres" on Map of Coronel and Sanchez Tract, recorded in Book 60, on Page 73 of Miscellaneous Records in the Office of the Recorder of said County, bounded on the North by the Southerly line of Tract No. 16722, as per Map recorded in Book 389, Pages 29 to 31, inclusive of Maps, in the Office of said Recorder, bounded on the East by the Northwesterly line of Lot 30, of said Tract No. 16722, and its Southwesterly prolongation thereof, said Northwesterly line having a course and distance of North 48°00'50" East, 50.22 feet, bounded on the West by a line parallel to and distant Southeasterly 30 feet, measured at right angles from the Northwesterly line of said land marked "Tomas L. Sanchez 221.90 Acres" and bounded on the South by the following described line:

COMMENCING at the point of intersection of the center line of Lambert Road, 40 feet in width, as shown on said Map of Tract No. 16722 with the Northwesterly line of said land marked "Tomas L. Sanchez 221.90 Acres"; thence North 61°39' East, 212.46 feet along said last mentioned Northwesterly line; thence South 60°26' East, 35.40 feet, more or less, along a line parallel to the Southerly line of the Los Angeles & Salt Lake Railroad Company's right of way as described in Deed, recorded in Book 109, on Page 201, of Official Records in the Office of said Recorder, to a point distant Southeasterly 30 feet, measured at right angles from said last mentioned Northwesterly line said point being the True Point of Beginning; thence continuing South 60°26' East, 675.52 feet, more or less, along said last mentioned parallel line to the point of intersection of said last mentioned parallel line with the Southwesterly prolongation of said Northwesterly line of Lot 30, said point being the Point of Ending.

ALSO EXCEPTING THEREFROM That parcel of land conveyed by Deed dated June 16, 1964 (excluding mineral rights, if any, reserved by the grantor) executed by Los Angeles & Salt Lake Railroad Company, a Utah corporation to Union Pacific Railroad Company, a Utah corporation recorded October 30, 1964 as Document No. 0732, Los Angeles County Records, described as follows:

That certain parcel of land, situate in the City of Whittier, County of Los Angeles, State of California, being that portion of the land marked "Tomas L. Sanchez 221.90 Acres" on Map of the Coronel and Sanchez Tract recorded in Book 60, Page 73, Miscellaneous Records of said County, described first in Deed to Los Angeles & Salt Lake Railroad Company recorded in Book 109, Page 201, Official Records of said County, more particularly described as follows:

BEGINNING at the point of intersection of the Northwesterly line of said 221.90 acre tract of land with the Southwesterly line of that certain 48.64 foot strip of land conveyed to H.E. Huntington, Trustee, by Deed recorded in Book 2944, Page 187 of Deeds, records of said County, said point being distant Southwesterly 1343.24 feet, more or less from the most Northerly corner of said 221.90 acre tract of land, said point also being the most Westerly point of the land first described in that certain conveyance to Las Vegas Land and Water Company recorded in Book 6551, Page 185 of Deeds, records of said County; thence along the Southwesterly line of said 48.64 foot strip of land, South 60°26' East, 23.61 feet, more or less to a point distant Southeasterly 20.00 feet, measured at right angles from the Northwesterly line of said 221.90 acre tract of land; thence along a line parallel with the Northwesterly line of said 221.90 acre tract of land North 61°39' East, 118.03 feet more or less to a point on the Northeasterly line of the Pacific Electric Railway Company's 100 foot right of way, said point being the most Westerly point of the land described as Parcel No. 1 in that certain conveyance to Las Vegas and Water Company, recorded in Book 6952, Page 159 Deeds, records of said County; thence along the Northeasterly line of said 100 foot right of way of the Pacific Electric Railway Company, South 60°26' East, 2047.64 feet more or less to a point in the Westerly line of land conveyed to H.L. Riggins by Deed recorded in Book 1374, Page 212, of Deeds, records of said County, distant Southwesterly 787.23 feet, more or less from the most Northerly corner of said land of Riggins, said point also being the most Southerly point of the land third described in the conveyance to Las Vegas Land and Water Company recorded in Book 6551, Page 185 of Deeds; thence Northeasterly along the Westerly line of said land of Riggins, 60.06 feet more or less to a point, distant 60.00 feet Northerly, measured at right angles from the Northerly line of said 100 foot right of way of the Pacific Electric Railway Company; thence along a line parallel with the Northerly line of said 100 foot right of way, North 60°26' West, 1340.38 feet, more or less to a point in the Southeasterly line of that certain 10.52 acre tract of land conveyed to Asa Douglas by Deed recorded in Book 1940, Page 79 of Deeds, records of said County, thence along the Southeasterly line of said 10.52 acre tract of land, North 38°00' East, 9.47 feet



more or less to the most Easterly corner of the land described as Parcel No. 2 in that certain conveyance to Las Vegas Land and Water Company recorded in Book 6592, Page 159 of Deeds; thence along the Northeasterly line of said Parcel No. 2, North 60°26 West, 355.13 feet more or less, to a point in a line distant Northeasterly 20.00 feet from and parallel with the Southwesterly line of said 10.52 acre tract of land; thence along said parallel line, North 50°28' West, 307.52 feet more or less to a point in the Northwesterly line of said 221.90 acre tract of land; thence along the Northwesterly line of said 221.90 acre tract of land, South 61°39 West, 262.63 feet more or less, to the Point of Beginning.

EXCEPTING THEREFROM all that portion thereof described in Quitclaim Deed to County of Los Angeles, recorded in Book 49292, page 436, Official Records of said County.

ALSO EXCEPTING therefrom that portion thereof lying Northwesterly of a line, parallel with and distant Northwesterly, 160.00 feet, measured at right angles from the Southwesterly prolongation of the Southeasterly line of Lot 35 of Tract No. 16722, recorded in Book 389, Pages 29 and 30 of Maps, records of said County.

YEAR

2001

# Withholding Exemption Certificate and Nonresident Waiver Request for Real Estate Sales

CALIFORNIA FORM

597-W

## Part I Withholding Exemption Certificate

### Seller's Information

Name Union Pacific Railroad Company		<input type="checkbox"/> Social security no. <input checked="" type="checkbox"/> CA corp. no. <input type="checkbox"/> FEIN <input type="checkbox"/> SOS file no.	
Street address 1416 Dodge Street		PMB no.	
City, State, ZIP Code Omaha, Nebraska 68179		Phone number (402) 997-3555	Ownership percentage 100%
Property address (if no street address, provide parcel number and county)			

Read the following and check the boxes as they apply (see General Information C, Exemptions from Withholding (Part I) in the instructions for definitions):

- |  | YES                                 | NO                                  |
|--|-------------------------------------|-------------------------------------|
| 1. Is the total sale price of this property \$100,000 or less? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Are you a resident of California and living at the address shown above? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. Does the property being sold qualify as your principal residence within the meaning of Internal Revenue Code (IRC) Section 121? ..  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. Is the seller a corporation that is qualified through the California Secretary of State or that has a permanent place of business in California? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Is the seller a partnership or a limited liability company (LLC) with recorded title to the property in the name of the partnership or LLC and will the partnership or LLC file a California tax return to report the sale and withhold on foreign and domestic nonresident partners as required? (Get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, for withholding information.) ..... | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. Is the seller a tax-exempt entity under either California or federal law? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Is the seller an irrevocable trust with at least one trustee who is a California resident and will the trust file a California tax return to report the sale and withhold when distributing California source taxable income to nonresident beneficiaries as required? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 8. Is the seller an estate where the decedent was a California resident at the time of death and will the estate file a California fiduciary tax return to report the sale and withhold when distributing California source taxable income to nonresident beneficiaries as required? ..  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 9. Is the seller a bank or a bank acting as a fiduciary for a trust? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. Is the seller an insurance company, Individual Retirement Account (IRA), or qualified pension/profit sharing plan? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

Under penalties of perjury, I hereby certify that the information provided above is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent. I understand that completing this form does not exempt me from filing a California income tax return to report this sale.

Seller's name (or seller's agent if seller is not an individual) and title (type or print)

Seller's Signature

Assistant Vice President

Date:

12-10-01

If you answered "Yes" to any of the above questions, STOP HERE. You are exempt from the nonresident withholding requirements. Provide this form to your escrow company or the buyer (withholding agent).

If you answered "NO" to all of the above questions, you are subject to the nonresident withholding requirements. The required withholding is 3 1/3% of the total sale price. Do you expect your tax liability from the sale of this property to be less than that amount?

- ☐ Yes. Complete the *Nonresident Withholding Waiver Request* (Part II) and send this form to the Franchise Tax Board (FTB).
- ☐ No. STOP HERE. Your escrow officer will withhold 3 1/3% of the total sale price and send it to FTB on your behalf. Obtain the seller's copy of Form 597, Nonresident Withholding Tax Statement for Real Estate Sales, from the escrow officer to attach to your California income tax return when you file and claim the amount withheld.

**Escrow Officer:** If withholding is required, complete Form 597, Nonresident Withholding Tax Statement for Real Estate Sales, and send one copy to the FTB with the payment of withholding and give 2 copies to the seller. The seller needs a copy of Form 597 to claim the withholding credit on the California tax return filed to report the sale.

**Part II Nonresident Withholding Waiver Request**

State in detail your reason for requesting a withholding waiver or reduced withholding. If there is more than one nonresident seller, attach a separate sheet listing additional nonresident seller's information. Examples of situations where a waiver or reduced withholding will be allowed are IRC Section 1031 tax-free exchanges, installment sales, multiple sellers, etc.

Attach additional sheets if needed. The FTB cannot make a determination on your request unless you provide all required information and documentation. See instructions.

**Buyer's Information**

Name		<input type="checkbox"/> Social security no. <input type="checkbox"/> CA corp. no. <input type="checkbox"/> FEIN <input type="checkbox"/> SOS file no.	
Street address		PMB no.	
City, State, ZIP Code		Phone number ( )	

**Property Information****Escrow Information**

Date seller acquired property:		Name and address of Escrow Company:	
Seller acquired property by (check one): <input type="checkbox"/> Purchase <input type="checkbox"/> Inheritance <input type="checkbox"/> Foreclosure/Repossession <input type="checkbox"/> Gift <input type="checkbox"/> 1031 Exchange <input type="checkbox"/> call (888) 792-4900 U.S. toll-free or (918) 845-4900 <input type="checkbox"/> Other _____			
Use of property at time of sale: Length of time used for this purpose: <input type="checkbox"/> Rental / Commercial <input type="checkbox"/> 1031 Exchange <input type="checkbox"/> Secondary / Vacation home Years _____ Months _____ <input type="checkbox"/> Other (attach explanation)			
Seller's adjusted basis: Purchase price \$ _____ Add: improvements _____ Less: depreciation _____ Adjusted basis \$ _____			
Provide all required documentation listed in the instructions. Attach any other documents necessary to verify the adjusted basis.		Escrow Company email address	
		Name of Escrow Officer: Escrow number:	
		Escrow Company or Officer telephone number: FAX number: ( ) ( )	
		Contract price (total sale price): Estimated close of escrow date:	

**Instructions for Form 597-W****Withholding Exemption Certificate and Nonresident Waiver Request for Real Estate Sales**

References in these instructions are to the Internal Revenue Code (IRC) as of January 1, 1998, and the California Revenue and Taxation Code (R&TC)

**General Information**

**Requirement to File a California Tax Return**  
A completed and signed Form 597-W, Part I relieves the buyer of the requirement to withhold but does not eliminate the requirement that the seller must file a California tax return and pay the tax due.

**Private Mailbox (PMB) Number**  
If you lease a mailbox from a private business rather than from the United States Postal Service, enter your PMB number in the field labeled "PMB no."

**A Purpose**

When California real estate is sold by a nonresident, buyers are required by law (R&TC Section 18662) to withhold 3 1/3% of the total sale price unless a withholding exemption is met or the Franchise Tax Board (FTB) authorizes a waiver or reduction in the withholding amount.

- Use Part I of Form 597-W to certify that you meet a withholding exemption for the sale of California real estate; or
- Use Part II of Form 597-W to request a waiver or reduction of the required withholding for the sale of California real estate.

**B What is Real Estate Withholding?**

Real estate withholding:

- Is a prepayment of the amount of income tax due from the gain on the sale of California real estate;
- Is not an additional tax on the sale of real estate;
- Is primarily intended to ensure that the income tax owed on the taxable gain from the sale will be paid;
- Reduces the likelihood that the seller will be subject to penalties for underpayment of estimated tax; and

- Is similar to wage withholding. As with wage withholding, the amount withheld is claimed as a credit against the income tax liability computed at the end of the taxable year.

If the amount withheld is more than the income tax liability, the difference will be refunded when a tax return is filed after the end of the taxable year.

**C Exemptions from Withholding (Part I)**

The seller is exempt from the withholding requirements if they have answered "Yes" to any of the questions in Part I. The completed Form 597-W, Part I, should be signed by the seller and given to the buyer or other withholding agent who should retain the form for five years following the close of the transaction. The buyer will be relieved of the real estate withholding requirements if the buyer relies in good faith on a completed and signed Form 597-W, Part I. A completed

Form 597-W, Part I, certifying an exemption of withholding does not eliminate the requirement that the seller must file a California income tax return to report the sale and pay any tax due.

The seller should answer "Yes" in Part I when:

1. The total sale price of the California real property is \$100,000 or less.
2. The seller is a California resident on the date escrow closes. A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose. Sellers who are uncertain of their residency status can get assistance by calling the FTB at (800) 852-5711 or by getting FTB Pub. 1031, Guidelines for Determining Resident Status, for more information.
3. The property qualifies as the seller's principal residence under IRC Section 121. The home in which you live is your principal residence. You can only have one principal residence at a time. If you have two homes and live in both of them, the principal residence is the one you lived in most of the time. Even though you do not currently live in the property, it may still qualify as your principal residence for purposes of the withholding exemption. An example is a former California resident who moved out of state prior to the close of escrow. The property can qualify for the withholding exemption if it qualifies for the exclusion of income under IRC Section 121. An individual can exclude up to \$250,000 (up to \$500,000 for a married couple) of the gain on the sale of a principal residence. Sellers can qualify for this exclusion if, during the 5-year period ending on the date of the sale, they owned and lived in the property as their principal residence for at least 2 years. For examples and more details, get federal Publication 523, Selling Your Home, by accessing the Internal Revenue Service's (IRS) website at: [www.irs.gov](http://www.irs.gov) or by calling the IRS at (800) 829-3676.
4. The seller is a corporation that is qualified through the California Secretary of State to do business in California or has a permanent place of business in California immediately after the transfer. A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business, such as a corporation engaged exclusively in interstate commerce, will be considered as having a permanent place of business in California only if it maintains a permanent office in California and the

office is permanently staffed by its employees.

5. The seller is a partnership or LLC and the recorded title to the property is in the name of the partnership or LLC. A partnership includes a syndicate, group pool, joint venture, or other unincorporated organization through which the business operation is carried on and which is not a corporation, trust, or estate. A partnership or LLC may be required to withhold on distributions of California source income to nonresident partners or members. For more information, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines.
6. The seller is exempt from tax under either California or federal law.
7. The seller is a California irrevocable trust. For withholding purposes, an irrevocable trust is considered a California trust if at least one trustee is a California resident. Irrevocable trusts are required to withhold on distributions of California source income to their nonresident beneficiaries. Note: If the seller is a revocable/grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors of a revocable/grantor trust are residents of California, no withholding is required.
8. The seller is a California estate. For withholding purposes, an estate is considered a California estate if the decedent was a California resident at the time of death. Estates are required to withhold on distributions of California source income to their nonresident beneficiaries.
9. The seller is a bank or a bank acting as the fiduciary for a trust.
10. The seller is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

## D Nonresident Withholding Waiver Request (Part II)

This section should be completed if you do not meet any of the exemptions to withholding as shown in Part I and you believe that your estimated tax liability from the sale will be less than the required withholding.

Waiver requests are handled on a case-by-case basis. Generally, the FTB will reduce or eliminate the withholding amount when:

- The 3 1/3% withholding amount exceeds the estimated California tax liability from the sale; for example:

Selling Price .....	\$250,000
Withholding Rate .....	x 3.33%
Withholding Amount .....	\$ 8,325
Gain on Sale .....	\$ 50,000
Maximum Tax Rate .....	9.3%*
Estimated Tax Liability .....	\$ 4,650

\*The maximum tax rates are 9.3% for individuals and 8.84% for corporations.

In this example, the withholding amount would be reduced to \$4,650. If the documentation provided shows that the estimated tax liability will be \$0 from the sale, a full waiver will be granted.

- The transaction involves an IRC Section 1031 exchange, a foreclosure, or an installment sale; or
- The transaction involves multiple sellers, some of whom are nonresidents of California.

**Note:** The withholding amount is 3 1/3% of the total sale price regardless of the percentage of interest owned in the property.

To receive a prompt determination, include all required information and documentation to support your request. Failure to include the required information, signatures, and documents can result in either a delay or denial of your request. Below is a list of the minimum documentation required for the FTB to make a determination. Do not send original documents.

This is a general guide. Additional information may be requested on a case-by-case basis.

- **Loss or Small Gain**
  - ☐ The current sale escrow document (estimated closing statement or closing statement).
  - ☐ Purchase escrow document (closing statement) from the original transaction.
  - ☐ List of any improvements and related costs.
- **Inherited Property**
  - ☐ The current sale escrow document (estimated closing statement or closing statement).
  - ☐ The court documents showing the fair market value of the property at the time of inheritance, or the death certificate if the death occurred less than one year ago.

If the property was inherited more than two years ago, also:

- ☐ State whether the property was a rental. If yes, state how long it was rental property.
- ☐ List any improvements since the date of inheritance and related costs.

- **IRC Section 1031 Exchange**
  - ☐ Completed and signed California Form 597-E, Nonresident Withholding Exchange Affidavit.
  - ☐ The current sale escrow document (estimated closing statement, or closing statement).
  - ☐ On Form 597-E indicate the basis of the property being sold.
  - ☐ On Form 597-E indicate the state where the replacement property is located.

#### • Installment Sales

- ☐ Completed and signed California Form 597-I, Nonresident Withholding Installment Sale Agreement.
- ☐ The current sale escrow document (estimated closing statement, or closing statement).
- ☐ Purchase escrow document (closing statement) from the original transaction.
- ☐ The note agreement.
- ☐ List of any improvements and related costs.

#### • Recquired Property (Foreclosure or Repossession)

- ☐ The current sale escrow document (estimated closing statement or closing statement).
- ☐ The original sale escrow document from the first time you sold the property prior to foreclosure.
- ☐ The original purchase escrow document (closing statement) from when you originally purchased the property.
- ☐ Statement of the amount of cash (down payment) received on the original sale prior to foreclosure.
- ☐ Statement of the amount of notes received or carried prior to foreclosure. Provide a copy of the note carried.
- ☐ Statement of the balance due remaining on the note.
- ☐ List of the foreclosure costs (the costs to get the property back).
- ☐ List of any improvements and related costs.
- ☐ The calculation of the gain from the original sale.
- ☐ A copy of federal Form 6252, Installment Sale Income, or California form FTB 3805E, Installment Sale Income, filed with your tax return in the year of the original sale.
- ☐ Deed in-lieu of foreclosure or trustee's deed upon sale.

### E When to File This Form

When requesting a waiver or reduction in withholding, the Form 597-W should be completed and sent to the FTB as soon as you enter into a contract of sale.

The FTB will determine if the withholding should be eliminated, reduced, or if the request should be denied. The FTB usually processes applications within 45 days after receipt of all necessary information. If a

response from the FTB has not been received by the time title is transferred, the parties to the transaction may direct the escrow person to hold funds for withholding in trust up to 45 days from the date title is transferred.

If Form 597-W is not filed timely with the FTB and title passes to the buyer/transferee before the application can be processed, withholding of 3 1/3% of the total sales price is required. There is no provision to authorize an early refund after title has passed to the buyer/transferee and the withholding has been remitted to the FTB.

Any withholding waiver issued by the FTB applies only for the limited purpose of determining the withholding obligation under R&TC Section 18662. The withholding waiver would not apply for other issues that may arise in connection with the transfer. The FTB may accept evidence submitted with a waiver request for the purpose of issuing the withholding waiver; however, this evidence may not be adequate for other issues related to the transfer.

If you receive a determination letter from the FTB reducing the amount of withholding, the withholding agent must enter the confirmation number from the FTB determination letter on Form 597, Nonresident Withholding Tax Statement for Real Estate Sales, when payment is sent to the FTB. Payment must be sent with Form 597.

### F Where to File This Form

If you meet one of the exemptions to withholding in Part I, the form should not be sent to the FTB. The Form 597-W, Part I, should be given to the buyer or escrow company. Be sure to sign the form to certify that you meet the exemption.

If you are requesting a waiver or reduction in the withholding (and do not meet one of the exemptions in Part I), the completed Form 597-W should be filed with the FTB to request an authorized determination. Fax Form 597-W to (916) 845-9512 or mail to:

NONRESIDENT WITHHOLDING SECTION  
FRANCHISE TAX BOARD  
PO BOX 651  
SACRAMENTO CA 95812-0651

If you send your request by fax, do not send the original request by mail.

Please wait 10 working days after faxing your request and 13 working days after mailing your request, before contacting us.

### G Additional Information

To order California tax forms not related to nonresident withholding or for more information you may contact us:

**By Internet:** You may download, view, and print California tax forms and publications. Go to our website at: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**By automated phone service:** Use this service to order California tax forms and current year federal forms.

Have paper and pencil ready to take notes.

From within the  
United States ..... (800) 338-0505

From outside the  
United States (not toll-free) (916) 845-6500

Follow the recorded instructions. This service is available 24 hours a day, seven days a week.

**By mail** – Please allow two weeks to receive your order. If you live outside of California, please allow three weeks to receive your order. Write to:

TAX FORMS REQUEST UNIT  
FRANCHISE TAX BOARD  
PO BOX 307  
RANCHO CORDOVA CA 95741-0307

**In person** – Most libraries, post offices, and banks provide free California personal income tax booklets during the filing season. Many libraries and some quick print businesses have forms and schedules for you to photocopy (you may have to pay a nominal fee). **Note:** Employees at libraries, post offices, banks, and quick print businesses cannot provide tax information or assistance.

#### Assistance for persons with disabilities

The FTB complies with provisions of the Americans with Disabilities Act. Persons with hearing or speech impairments, call:

From voice phone ..... (800) 735-2922  
(California Relay Service)

From TTY/TDD ..... (800) 822-6268  
(Direct line to FTB customer service)

For all other assistance or special accommodations, call (800) 852-5711.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto CITY OF WHITTIER, a municipal corporation of the State of California ("Assignee"), all of Assignor's right, title and interest in and to the tenant leases and licenses now or hereafter affecting the real property (the "Property") described on **Exhibit A**, which leases and licenses, and all amendments thereto, are described on **Exhibit B** ("Leases and Licenses"), together with all security deposits and other deposits held by Assignor under the terms of said Leases and Licenses.

TO HAVE AND TO HOLD the Leases and Licenses unto Assignee, its successors and assigns.

1. Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Leases and Licenses accruing after the date hereof, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Leases and Licenses after the date hereof, and (2) claims under the Leases and Licenses by the tenants and licensees named in the Leases and Licenses accruing after the date hereof.

2. Assignor agrees to indemnify and hold Assignee harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignee and arising out of (a) Assignor's failure to comply with terms of the Leases and Licenses prior to the date hereof, and (2) claims under the Leases and Licenses by the tenants and licensees named in the Leases and Licenses accruing prior to the date hereof.

3. If any legal or equitable action, arbitration, or other proceeding, whether on the merits, application, or motion, are brought or undertaken to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the successful or prevailing party or parties in such undertaking shall be entitled to recover reasonable attorney's and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses.

4. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.